



Mary S.  
Deffily/XCE/CO/GSA/GOV  
11/17/2010 02:30 PM

To Karen Y. Wilkins/CONTRACTOR/XCE/CO/GSA/GOV  
cc  
bcc  
Subject Fw: GSA Bing Contract

Mary Sue Deffily  
Office of Citizen Services & Innovative Technologies  
IT Solutions & Services  
1800 F Street, NW  
Washington, DC 20405  
202-219-1372


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[www.USA.Gov](http://www.USA.Gov), [USASearch](http://USASearch) or 1-800-FED-INFO

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----- Forwarded by Mary S. Deffily/XCE/CO/GSA/GOV on 11/17/2010 02:29 PM -----



Herbert W.  
Connell/CONTRACTOR/ACM  
D/CO/GSA/GOV  
11/03/2010 10:46 AM

To Susie Adams  
<Susie.Adams@microsoft.com>@GSAEXTERNAL  
cc Betsy Chapman <betsyc@microsoft.com>, Greg Myers  
<grmyers@microsoft.com>, Kathryn Mihalich  
<kmihalich@microsoft.com>, "mary.deffily@gsa.gov"  
<mary.deffily@gsa.gov>  
Subject GSA Bing Contract 

Good morning Ms Adams, per our conversation this morning, I have attached the revised Form 1449 and included only the mandatory requirements per the standard services. My apologies for the inconvenience. After your review please sign blocks 30a, 30b and date block 30c. Should there be any additional questions or concerns from Legal please feel free to call or e-mail me at your convenience.

Herb Connell  
Acquisitions Analyst Lead  
Contractor  
Office of GovernmentWide Policy  
Office of Government Policy Initiatives  
Central Office Contracting Division (MCD)  
General Services Administration

Room 3140, 1800 F Street NW  
Washington, DC 20405  
email: herbert.connell@gsa.gov  
(202) 208-1045/fax (202) 501-3161

Susie Adams  
<Susie.Adams@microsoft.com>

11/02/2010 09:00 AM

To "mary.deffily@gsa.gov" <mary.deffily@gsa.gov>, "herbert.connell@gsa.gov"  
<herbert.connell@gsa.gov>  
cc Kathryn Mihalich <kmihalic@microsoft.com>, Greg Myers <grmyers@microsoft.com>,  
Betsy Chapman <betsyc@microsoft.com>  
Subj GSA Bing Contract  
ect

Mary Sue and Herb,

Again I apologize for the delay. After review by our legal team we determined that we can not comply with all the statutory flow downs. In the general course we can and do agree with the mandatory requirements below (as reflected in our standard Services SF 1449 package):

52-222-3, Convict Labor  
52-222-19, Child Labor  
52.222-21, Prohibition of Segregated Facilities  
52.222-26, Equal Opportunity  
52.222-35, E.O. for Special Disabled Veterans  
52.222.36, Affirmative Action for Workers with Disabilities  
52.222.37, Employment Reports for Special Disabled Veterans  
52.225-13, Restrictions of Certain Foreign Purchases

It is our understanding that the FAR allows the CO to check specific statutes to be incorporated. We would like to request a new SF1449 checking only these statutes.

I will call you later this morning Mary Sue to discuss.

Susie

Susie Adams  
Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal  
Microsoft Corporation  
Reston, VA (Bing Maps)  
C (703) (b) (6)  
O (b) (6)



MICRSOFT NO Cost Form 1449.pdf



Mary S.  
Deffily/XCE/CO/GSA/GOV  
11/16/2010 09:20 AM

To Karen Y. Wilkins/CONTRACTOR/XCE/CO/GSA/GOV  
cc  
bcc  
Subject Fw: Commercial Search Engine API Sources Sought Award Doc

for the contract file.

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— Forwarded by Mary S. Deffily/XCE/CO/GSA/GOV on 11/16/2010 09:20 AM —



Herbert W.  
Connell/CONTRACTOR/ACM  
D/CO/GSA/GOV  
11/10/2010 09:56 AM

To Susie Adams  
<Susie.Adams@microsoft.com>@GSAEXTERNAL  
cc "mary.deffily@gsa.gov" <mary.deffily@gsa.gov>, Renee  
Ballard/ACMD/CO/GSA/GOV@GSA  
Subject Commercial Search Engine API Sources Sought Award Doc  


Good morning Ms. Adams, I have attached the Award Document signed by the Director for your files. Thank you for your patience and consideration during this process.

Herb Connell  
Acquisitions Analyst Lead  
Contractor  
Office of GovernmentWide Policy  
Office of Government Policy Initiatives  
Central Office Contracting Division (MCD)  
General Services Administration  
Room 3140, 1800 F Street NW  
Washington, DC 20405

email: herbert.connell@gsa.gov  
(202) 208-1045/fax (202) 501-3161

Susie Adams <Susie.Adams@microsoft.com>

11/10/2010 08:00 AM

To "herbert.connell@gsa.gov" <herbert.connell@gsa.gov>  
cc "mary.deffily@gsa.gov" <mary.deffily@gsa.gov>  
Subject RE: Microsoft Response to Commercial Search Engine API Sources  
t Sought

Hi Herb,

No problems. Our signing authority was out Monday and Tuesday.

Here is the signed copy.

Sorry for the delay.

**From:** herbert.connell@gsa.gov [mailto:herbert.connell@gsa.gov]  
**Sent:** Monday, November 08, 2010 12:08 PM  
**To:** Susie Adams  
**Subject:** Fw: Microsoft Response to Commercial Search Engine API Sources Sought  
**Importance:** High

Ms. Adams just a reminder regarding the status of my revision to the appropriate clauses added to the No Cost contract resubmitted to Microsoft. Please inform me if there are any existing problems with approval.

Herb Connell  
Acquisitions Analyst Lead  
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----- Forwarded by Herbert W. Connell/CONTRACTOR/ACMD/CO/GSA/GOV on 11/08/2010 12:04 PM -----

Herbert W.  
Connell/CONTRACTOR/ACMD/CO/GSA/GOV

To Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>@GSAEXTERNAL  
cc

10/28/2010 09:24 AM

Subje RE: Microsoft Response to Commercial Search Engine API Sources  
ct Sought Link

Good morning Ms. Adams, I hate to be a thorn in your side, however I wanted to check on the status of my earlier request. Sorry for the inconvenience.

Herb Connell  
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Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

10/10/2010 10:02 AM

To "[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)" <[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)>  
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Subjec RE: Microsoft Response to Commercial Search Engine API Sources  
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Hi Herb,

I should be able to get this back to you early this week. I apologize. I've been out and a few things have slipped thru the cracks.

Susie Adams  
Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal  
Microsoft Corporation  
Reston, VA (Bing Maps)  
C (703) (b) (6)

O (703) 673-7701



**From:** [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov) [<mailto:herbert.connell@gsa.gov>]  
**Sent:** Friday, October 08, 2010 9:49 AM  
**To:** Susie Adams  
**Subject:** RE: Microsoft Response to Commercial Search Engine API Sources Sought  
**Importance:** High

Ms. Adams, just checking on the status of the review?

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Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

09/28/2010 03:44 PM

To "[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)" <[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)>  
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Subject RE: Microsoft Response to Commercial Search Engine API Sources  
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11/10/2010 08:00 AM

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Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

To "[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)" <[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)>

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Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal  
Microsoft Corporation  
Reston, VA (Bing Maps)  
C (703) (b) (6)

o(b) (6)



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Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

09/28/2010 03:44 PM

To "[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)" <[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)>  
cc  
Subject RE: Microsoft Response to Commercial Search Engine API Sources  
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Hi Herb,

No worries. I've sent to my team for review and should have this back to you later this week.

Thanks!

Susie

Susie Adams  
Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal  
Microsoft Corporation  
Reston, VA (Bing Maps)  
C (703) (b) (6)  
O (703) 673-7701



**From:** [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov) [mailto:[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)]  
**Sent:** Tuesday, September 28, 2010 1:12 PM  
**To:** Susie Adams  
**Subject:** Fw: Microsoft Response to Commercial Search Engine API Sources Sought  
**Importance:** High

Sorry Ms. Adams your response to our RFI was Aug 11, 2010. It's the end of the month and I'm moving faster than my fingers.

Herb Connell  
Acquisitions Analyst Lead  
Contractor  
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----- Forwarded by Herbert W. Connell/CONTRACTOR/ACMD/CO/GSA/GOV on 09/28/2010 01:10 PM -----

**Herbert W.**

**Connell/CONTRACTOR/ACMD/CO/GSA/GOV**

09/28/2010 01:09 PM

To Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>@GSAEXTERNAL  
cc  
Subje RE: Microsoft Response to Commercial Search Engine API Sources  
ct Sought [Link](#)

Good morning Ms. Adams, could you please review and sign the attached No Cost Contract per your Request for Information Response dated Sept. 16, 2010. Once I receive the signed document I will have my Director Ms. Renee Ballard sign the final document and resend it to you for your records. Should you have any questions regarding this document please feel free to e-mail or call me at your convenience.

Herb Connell  
Acquisitions Analyst Lead  
Contractor  
Office of GovernmentWide Policy  
Office of Government Policy Initiatives  
Central Office Contracting Division (MCD)  
General Services Administration  
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(202) 208-1045/fax (202) 501-3161

Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

09/16/2010 09:16 AM

To "herbert.connell@gsa.gov" <[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)>  
cc  
Subjec RE: Microsoft Response to Commercial Search Engine API Sources

t Sought

Hi Herb,

Here you go... 794506865

Susie

Susie Adams

Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal

Microsoft Corporation

Reston, VA (Bing Maps)

C (703) (b) (6)

O (b) (6)



**From:** [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov) [mailto:[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)]

**Sent:** Wednesday, September 15, 2010 3:49 PM

**To:** Susie Adams

**Subject:** Re: Microsoft Response to Commercial Search Engine API Sources Sought

**Importance:** High

Good afternoon Ms. Adams, could you forward your Duns# as soon as possible. I want to ensure the correct one is used when our processing is complete.

Herb Connell  
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Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

08/11/2010 09:59 AM

To "[herbert.Connell@gsa.gov](mailto:herbert.Connell@gsa.gov)" <[herbert.Connell@gsa.gov](mailto:herbert.Connell@gsa.gov)>  
CC "[diane.taylor@gsa.gov](mailto:diane.taylor@gsa.gov)" <[diane.taylor@gsa.gov](mailto:diane.taylor@gsa.gov)>  
Subject Microsoft Response to Commercial Search Engine API Sources Sought

Dear Herbert,

Microsoft is pleased to submit this proposal to the GSA in response to the Commercial Search Engine API sources sought. In this document, we share Microsoft's approach to search, known as "Bing". Bing provides, for free, a feature-rich API that will be able to meet the requirements outlined in this sources sought as well as enhance the experience that American citizens have with their federal government. In addition to the proposal, we are also including a CR Crawl Frequency document to provide a more detailed description on the MSNBOT crawl functionality.

If you have any questions or need additional information regarding this proposal, please contact Susie Adams at (b) (6). Thank you for taking the time to read this document, and we look forward to hearing from you about the next steps in the process.

Regards,

Susie Adams

Susie Adams

Chief Technology Officer | Federal Civilian Agencies and IGO's

Microsoft Corporation

Reston, VA ([Bing Maps](#))

C(b) (6)



Document.tif



NO COST\_MICROSOFT.pdf

Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

09/28/2010 03:44 PM

To: "herbert.connell@gsa.gov" <[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)>

cc

Subject: RE: Microsoft Response to Commercial Search Engine API Sources Sought

Hi Herb,

No worries. I've sent to my team for review and should have this back to you later this week.

Thanks!

Susie

Susie Adams

Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal

Microsoft Corporation

Reston, VA (Bing Maps)

C (703) (b) (6)

O (b) (6)



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Herbert W.  
Connell/CONTRACTOR/ACMD/CO/GSA/GOV

09/28/2010 01:09 PM

To: Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>@GSAEXTERNAL  
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Subject: Microsoft Response to Commercial Search Engine API Sources  
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Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

09/16/2010 09:16 AM

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Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

08/11/2010 09:59 AM

To: "[herbert.Connell@gsa.gov](mailto:herbert.Connell@gsa.gov)" <[herbert.Connell@gsa.gov](mailto:herbert.Connell@gsa.gov)>  
CC: "[diane.taylor@gsa.gov](mailto:diane.taylor@gsa.gov)" <[diane.taylor@gsa.gov](mailto:diane.taylor@gsa.gov)>  
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Chief Technology Officer | Federal Civilian Agencies and IGO's

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Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>


10/10/2010 10:02 AM

To: "herbert.connell@gsa.gov" <[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)>  
cc  
Subject: RE: Microsoft Response to Commercial Search Engine API Sources Sought



Connell/CONTRACTOR/ACM  
D/CO/GSA/GOV

11/10/2010 09:56 AM

To Susie Adams  
<Susie.Adams@microsoft.com>@GSAEXTERNAL  
cc "mary.deffily@gsa.gov" <mary.deffily@gsa.gov>, Renee  
Ballard/ACMD/CO/GSA/GOV@GSA  
Subject Commercial Search Engine API Sources Sought Award Doc  


Good morning Ms. Adams, I have attached the Award Document signed by the Director for your files.  
Thank you for your patience and consideration during this process.

Herb Connell  
Acquisitions Analyst Lead  
Contractor  
Office of GovernmentWide Policy  
Office of Government Policy Initiatives  
Central Office Contracting Division (MCD)  
General Services Administration  
Room 3140, 1800 F Street NW  
Washington, DC 20405  
email: herbert.connell@gsa.gov  
(202) 208-1045/fax (202) 501-3161

Susie Adams <Susie.Adams@microsoft.com>

11/10/2010 08:00 AM

To "herbert.connell@gsa.gov" <herbert.connell@gsa.gov>  
cc "mary.deffily@gsa.gov" <mary.deffily@gsa.gov>  
Subject RE: Microsoft Response to Commercial Search Engine API Sources  
t Sought

Hi Herb,

No problems. Our signing authority was out Monday and Tuesday.

Here is the signed copy.

Sorry for the delay.

**From:** herbert.connell@gsa.gov [mailto:herbert.connell@gsa.gov]  
**Sent:** Monday, November 08, 2010 12:08 PM

**To:** Susie Adams

**Subject:** Fw: Microsoft Response to Commercial Search Engine API Sources Sought

**Importance:** High

Ms. Adams just a reminder regarding the status of my revision to the appropriate clauses added to the No Cost contract resubmitted to Microsoft. Please inform me if there are any existing problems with approval.

Herb Connell  
Acquisitions Analyst Lead  
Contractor  
Office of GovernmentWide Policy  
Office of Government Policy Initiatives  
Central Office Contracting Division (MCD)  
General Services Administration  
Room 3140, 1800 F Street NW  
Washington, DC 20405  
email: [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)  
(202) 208-1045/fax (202) 501-3161

----- Forwarded by Herbert W. Connell/CONTRACTOR/ACMD/CO/GSA/GOV on 11/08/2010 12:04 PM -----

Herbert W.  
Connell/CONTRACTOR/ACMD/CO/GSA/GOV

10/28/2010 09:24 AM

To Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>@GSAEXTERNAL  
cc  
Subje RE: Microsoft Response to Commercial Search Engine API Sources  
cl Sought [Link](#)

Good morning Ms. Adams, I hate to be a thorn in your side, however I wanted to check on the status of my earlier request. Sorry for the inconvenience.

Herb Connell  
Acquisitions Analyst Lead  
Contractor  
Office of GovernmentWide Policy  
Office of Government Policy Initiatives  
Central Office Contracting Division (MCD)  
General Services Administration  
Room 3140, 1800 F Street NW  
Washington, DC 20405  
email: [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)



(202) 208-1045/fax (202) 501-3161

Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

To "[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)" <[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)>

cc

10/10/2010 10:02 AM

Subject RE: Microsoft Response to Commercial Search Engine API Sources Sought

Hi Herb,

I should be able to get this back to you early this week. I apologize. I've been out and a few things have slipped thru the cracks.

Susie Adams

Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal

Microsoft Corporation

Reston, VA (Bing Maps)

C (703) (b) (6)

C (b) (6)



**From:** [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov) [<mailto:herbert.connell@gsa.gov>]

**Sent:** Friday, October 08, 2010 9:49 AM

**To:** Susie Adams

**Subject:** RE: Microsoft Response to Commercial Search Engine API Sources Sought

**Importance:** High

Ms. Adams, just checking on the status of the review?

Herb Connell  
Acquisitions Analyst Lead  
Contractor  
Office of GovernmentWide Policy  
Office of Government Policy Initiatives  
Central Office Contracting Division (MCD)  
General Services Administration  
Room 3140, 1800 F Street NW  
Washington, DC 20405  
email: [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)  
(202) 208-1045/fax (202) 501-3161

Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

09/28/2010 03:44 PM

To "[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)" <[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)>  
cc  
Subject RE: Microsoft Response to Commercial Search Engine API Sources  
t Sought

Hi Herb,

No worries. I've sent to my team for review and should have this back to you later this week.

Thanks!

Susie

Susie Adams  
Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal  
Microsoft Corporation  
Reston, VA (Bing Maps)

C (b) (6)

O



**From:** [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov) [mailto:[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)]  
**Sent:** Tuesday, September 28, 2010 1:12 PM  
**To:** Susie Adams  
**Subject:** Fw: Microsoft Response to Commercial Search Engine API Sources Sought  
**Importance:** High

Sorry Ms. Adams your response to our RFI was Aug 11, 2010. It's the end of the month and I'm moving faster than my fingers.

Herb Connell  
Acquisitions Analyst Lead  
Contractor  
Office of GovernmentWide Policy  
Office of Government Policy Initiatives  
Central Office Contracting Division (MCD)  
General Services Administration  
Room 3140, 1800 F Street NW  
Washington, DC 20405  
email: [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)  
(202) 208-1045/fax (202) 501-3161

----- Forwarded by Herbert W. Connell/CONTRACTOR/ACMD/CO/GSA/GOV on 09/28/2010 01:10 PM -----

**Herbert W.**  
**Connell/CONTRACTOR/ACMD/CO/GSA/GOV**

09/28/2010 01:09 PM

To: Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>@GSAEXTERNAL  
cc  
Subje RE: Microsoft Response to Commercial Search Engine API Sources  
ct Sought [Link](#)

Good morning Ms. Adams, could you please review and sign the attached No Cost Contract per your

Request for Information Response dated Sept. 16, 2010. Once I receive the signed document I will have my Director Ms. Renee Ballard sign the final document and resend it to you for your records. Should you have any questions regarding this document please feel free to e-mail or call me at your convenience.

Herb Connell  
Acquisitions Analyst Lead  
Contractor  
Office of GovernmentWide Policy  
Office of Government Policy Initiatives  
Central Office Contracting Division (MCD)  
General Services Administration  
Room 3140, 1800 F Street NW  
Washington, DC 20405  
email: [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)  
(202) 208-1045/fax (202) 501-3161

Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

09/16/2010 09:16 AM

To "[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)" <[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)>  
cc  
Subject RE: Microsoft Response to Commercial Search Engine API Sources  
t Sought

Hi Herb,

Here you go... 794506865

Susie

Susie Adams

Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal

Microsoft Corporation

Reston, VA (Bing Maps)

C (703) (b) (6)

O (b) (6)



**From:** [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov) [mailto:[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)]

**Sent:** Wednesday, September 15, 2010 3:49 PM

**To:** Susie Adams

**Subject:** Re: Microsoft Response to Commercial Search Engine API Sources Sought

**Importance:** High

Good afternoon Ms. Adams, could you forward your Duns# as soon as possible. I want to ensure the correct one is used when our processing is complete.

Herb Connell  
Acquisitions Analyst Lead  
Contractor  
Office of GovernmentWide Policy  
Office of Government Policy Initiatives  
Central Office Contracting Division (MCD)  
General Services Administration  
Room 3140, 1800 F Street NW  
Washington, DC 20405  
email: [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)  
(202) 208-1045/fax (202) 501-3161

Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

08/11/2010 09:59 AM

To "[herbert.Connell@gsa.gov](mailto:herbert.Connell@gsa.gov)" <[herbert.Connell@gsa.gov](mailto:herbert.Connell@gsa.gov)>

CC "[diane.taylor@gsa.gov](mailto:diane.taylor@gsa.gov)" <[diane.taylor@gsa.gov](mailto:diane.taylor@gsa.gov)>

Subject Microsoft Response to Commercial Search Engine API Sources Sought

Dear Herbert,

Microsoft is pleased to submit this proposal to the GSA in response to the Commercial Search Engine API sources sought. In this document, we share Microsoft's approach to search, known as "Bing". Bing provides, for free, a feature-rich API that will be able to meet the requirements outlined in this sources sought as well as enhance the experience that American citizens have with their federal government. In addition to the proposal, we are also including a CR Crawl Frequency document to provide a more detailed description on the MSNBOT crawl functionality.

If you have any questions or need additional information regarding this proposal, please contact Susie Adams at (b) (6). Thank you for taking the time to read this document, and we look forward to hearing from you about the next steps in the process.

Regards,

Susie Adams

Susie Adams

Chief Technology Officer | Federal Civilian Agencies and IGO's

Microsoft Corporation

Reston, VA ([Bing Maps](#))

C (703) (b) (6)



Document.tif NO COST\_MICROSOFT.pdf

www.bing.com/developers/How.aspx  
Printed per

Terms of use

BING WEB SERVICE API TERMS OF USE  
Last Updated: June 2009

Request of  
Annie 7/27/11

THANK YOU FOR CHOOSING MICROSOFT!

1. What does this Contract cover? This is a contract between you and Microsoft Corporation ("Microsoft"). Sometimes Microsoft is referred to as "we," "us" or "our". This contract applies to the pre-release or "beta" version of the Microsoft Bing Web Service API (the "API"). The API is intended to deliver relevant results (collectively, "Bing results") for queries submitted to Microsoft's Bing service and other related Microsoft services (collectively, "Bing services") for rendering within a customer-facing or end-user-facing website ("Website") or application. Through use of JSON and XML (in addition to SOAP), developers can customize the look and feel of the results window and reflect the content type, format, and detail desired. The Bing service(s) may enable access to multiple content types including Answers, News, Images, Spelling Suggestions, Related Queries, and Phonebook. In addition to Bing results, the Bing services now enable Microsoft search ads ("Microsoft Ads"). You may sign up by clicking here

(<https://beta.pubcenter.microsoft.com/CustomerManagement/Customer/TC.html>) and agreeing to the separate terms applicable to Microsoft Ads to have Microsoft Ads delivered with the algorithmic Bing results that are provided under this contract. As used in this contract, "services" means, collectively and as applicable, the API, the Bing results, the Bing services, and any related application ids ("AppIDs").

Please note that we do not provide warranties for the services. The contract also limits our liability. These terms are in §§13 and 14 and we ask you to read them carefully. We provide the services solely on an "as is" and "as available" basis, in accordance with §13, and you acknowledge that latency with regard to delivery of Bing results is a function of network bandwidth, server capacity, and other factors. Subject to the immediately prior sentence, and subject further to your acknowledgement that we will not be liable to you or to any third party if we fail to achieve the following goals, our service level goals are as follows:

**Service Level Goals**

Uptime*	99.5%
Query Response Time**	1.5 seconds

\* "Uptime" means the percentage of time that Microsoft's Bing services are operational to receive, process, and respond to queries, excluding scheduled downtime (if any).

\*\* "Query Response Time" means the time between when you completed transmission of a query request to Microsoft (i.e., the query leaves your network border) and when you received the completed Bing results from Microsoft (i.e., the Bing results enter your network border).

In addition, if you use images or data from the Virtual Earth Maps service, you are also bound by the terms located here

(<http://www.microsoft.com/virtualearth/product/terms.html>; as applied to the Virtual Earth Maps service and these images or data). We do not provide warranties for the API or other services.

2. WHAT RIGHTS DO I HAVE? Solely to the extent that you are in compliance with all terms of this Agreement, we grant you a non-exclusive, non-transferable, non-sublicenseable license to use the services to: enable your Website or application to obtain Bing results; make limited intermediate copies of the Bing results, solely as necessary to display them on your Website or application; and host and display Bing results on your Website or application. Your license to use the services is limited, however, to solely your Websites and applications. You are responsible for your own conduct and content while using the services and for any consequences of this use. All queries to the Bing services that you provide must be user initiated and refineable by the user.

3. CODE OF CONDUCT / RESTRICTIONS ON USE. Your Website, your application, and your access to and use of the services, or any of them, must comply all applicable policies and guidelines (including any API call volume limitations, security policies, and privacy policies), applicable technical requirements and documentation, and all applicable laws (including the applicable laws of your jurisdiction relating to online conduct, acceptable content, data collection, privacy, and the export of data to the United States or your country of residence). This contract does not grant you any rights related to any services, materials, content, or data other than the services. You will not, and will not permit your users or other third parties to:

- (a) modify, reverse engineer, decompile, or otherwise alter the services (except to the extent this is authorized by applicable law notwithstanding this limitation);

- (b) distribute, publish, facilitate, enable, or allow access or linking to the services from any location or source other than your Website or application;

- (c) modify, filter, obscure, or replace the text, images, or other content of Bing results, including by changing the order in which Bing results appear (but this limitation will not apply to Bing results of type "Web"), intermixing Bing results with search results from other sources, or intermixing with Bing results any other content so that the other content appears to be part of Bing results;

- (d) frame, minimize, remove, redirect, delay, or otherwise inhibit or modify the display of any web page accessed by the links provided in or associated with Bing results;

- (e) display business listings search results from the Virtual Earth Maps service on any website which has a primary purpose of making available residential or business address listings or telephone directory listings;

- (f) hide or mask from us your identity, or the identity of your service, as it uses the services, including by failing to follow the identification conventions listed in the API documentation;

- (g) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or otherwise violate Microsoft's then-current editorial policies (currently found at [http://help.live.com/help.aspx?project=adCenter\\_pub\\_rtw\\_ss&mkt=en-us&querytype=keyword&query=yek058](http://help.live.com/help.aspx?project=adCenter_pub_rtw_ss&mkt=en-us&querytype=keyword&query=yek058));

- (h) impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations (e.g., copyright or trademark symbols), or labels of the origin or source of services, software, or other materials;

- (i) use the services to violate the law or for any unauthorized purpose;



(j) use the services to infringe upon the copyright, trademark or other intellectual property rights of anyone;

(k) interfere with or disrupt the services, or servers or networks related to the services, or disobey any requirements, procedures, policies, or regulations of networks related to the services;

(l) create user accounts by automated means or under false or fraudulent pretenses;

(m) promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual;

(n) copy, store, or cache any Bing results, except for the intermediate purpose allowed in §2(b);

(o) commercialize (i.e., sell, rent, or lease) Bing results;

(p) transmit any virus, worm, defect, Trojan horse, or any other item intended to destroy, surreptitiously interfere with, expropriate, or exert unauthorized control over any system or data or to defraud any person; or

(q) directly or indirectly generate impressions or clicks on Bing results, or authorize or encourage others to do so, though any automated, deceptive, fraudulent, or other invalid means.

**4. LIMITATIONS AND CONDITIONS OF THE SERVICE.** We may use technology or other means to protect the services, protect our customers, or stop you from breaching this contract. These means may include, for example, filtering to stop spam or increase security. These means may hinder or break your use of the services, and you may not work around or attempt to thwart or disable any of these technical or other means. We also may, in our sole discretion, limit the: (a) rate at which the services, or any subset of them, may be called; (b) the amount of storage made available to each services account; or (c) the length of individual content segments that may be uploaded to, or served from, the services (all of the foregoing being forms of "Throttling"). We may perform this Throttling globally across all services, per end user, or on any other basis. You will not take steps to circumvent any technical measures we may put in place to enforce Throttling. We may include our trademark(s) or logo(s) in Bing results provided through the services and, if we do so, you will not remove, modify, or interfere with the display or viewing of these trademarks or logos. Whether we include trademarks or logos or not, you will attribute us as the source of the Bing results (in the manner that we may specify from time to time in applicable services documentation) and display the "attribution" data field (if a non-blank field is returned as part of the Bing results). In any display of trademarks, logos, or attribution, you will comply with the current version of our usage guidelines (which are currently located at <http://www.microsoft.com/about/legal/intellectualproperty/trademarks/usage/general.mspx> and <http://www.bing.com/toolbox/posts/archive/2009/10/15/bing-product-guidelines-and-brand-assets.aspx>). We may also include advertising in Bing results provided through the services and, if we do so, you will not remove, modify, or interfere with the display or viewing of this advertising. On any page in which you display Bing results, you will only display advertising that we serve or provide.

**5. Certain Additional Limitations for Image and Video Results.** Without limiting any other portion of this Agreement, the following additional terms apply to your use of any image search or video search results obtained through the Bing services. You may not display advertising on the same page with any Bing image search or video search

results. You will display, and you will not remove, alter or obscure, any attribution information provided by Microsoft in connection with any Bing image or video search results. You will not display any image or video search results obtained through the Bing services except in response to a valid end user search request. Image or video search results obtained through the Bing services will not constitute the sole or primary content of your Website.

**6. END USER TERMS.** The Terms of Use located at <http://help.live.com/help.aspx?project=searchtou&market=en-us> (the "Bing TOU") or such other locations as Microsoft may specify apply to end users' use of and access to Bing results through your Website or application. You must provide a hypertext link at the bottom of each page in your Website or application where the services can be viewed or accessed, or within the terms of use of your Website or application, to the Bing TOU.

**7. PRIVACY.** All access to and use of the services is subject to the data practices set forth in the Microsoft Privacy Statement, which is currently available at <http://privacy.microsoft.com/>. Nothing in this contract or the services provide for the collection or transfer of any personally identifiable information of internet users between the parties. You must maintain a prominent online privacy policy for your Websites and applications that access the services. This privacy policy, at a minimum, must include: (a) a full, accurate, and clear disclosure regarding the placement, use, and reading of cookies and related technologies, and your collection and use of data in relation to activity by users of your Websites and applications; (b) your use of Microsoft for advertising services for your Websites and applications; and (c) a disclosure that users may choose to not participate in Microsoft's personalized advertising services, along with a link to a Microsoft-specified web address where the user may "opt out" of such personalized advertising services.

**8. HOW WE MAY CHANGE THE CONTRACT.** If we change this contract, then we will provide notice as provided in §21 below. If you do not agree to these changes, then you must stop using the services. If you do not stop using the services, then your use of the services will continue under the changed contract. We may choose in the future to charge for all use of the services, or change the requirements for use that is free of charge. If we choose to change the fee requirements for the services, Microsoft will provide notice of such terms as provided in §15 below, and you may elect to stop using the services rather than incurring fees.

**9. YOUR RESPONSIBILITY.** You will indemnify and hold Microsoft (and its directors, officers, affiliates, and agents) parties harmless from and against any and all loss, liability, and expense (including reasonable attorneys' fees and costs) suffered or incurred by reason of any claims, proceedings, or suits based on or arising out of any breach (or alleged breach) by you of this contract, or any part of it, or that otherwise relates to your Website(s), your application(s), or your use of the services. You will be solely responsible for defending any claim using mutually-agreed counsel, subject to Microsoft's right to participate with counsel it selects, and you will not publicize any claim or agree to any settlement that imposes any obligation or liability on Microsoft (or its directors, officers, affiliates, and agents) without Microsoft's prior written consent, in Microsoft's sole discretion.

**10. RESERVATION OF RIGHTS.** Microsoft and its suppliers retain all right, title, and interest in and to the services (including the API and Bing results) and all intellectual property rights in any of these. This contract does not grant you any rights in any Microsoft logo, trademark, or service mark, and you will not use any logo, trademark, or service mark of Microsoft for any purpose without Microsoft's prior written approval. You will not claim or imply any sponsorship or endorsement of your Website or application by Microsoft.

**11. TERM.** This contract will become effective on your first use of the services. This contract may be terminated immediately for any reason or no reason and without notice by Microsoft. If this contract terminates, all rights granted to you by this contract will automatically terminate and you will cease to have any rights to use the services (including the API). We will not be liable to you for damages resulting solely from terminating this contract according to its terms. All terms of this contract that, by their nature, are intended to survive termination will survive (including §§13 and 14).

**12. PRE-RELEASE.** The API (and related services) are pre-release versions. They may not work the way a final version of the API (and such related services) would. We may change the API (or these services) for a final, commercial version. We also may not release a commercial version, in our sole discretion.

**13. WE MAKE NO WARRANTY.** Microsoft makes no warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to the services, its performance, or anything provided in relation to this contract. Without limiting the foregoing, Microsoft makes no guarantees with respect to the availability or uptime of the services or any other technologies. Microsoft may conduct maintenance on any of the services at any time, with or without notice.

**14. LIABILITY LIMITATION.** You can recover from Microsoft and its affiliates and suppliers only direct damages up to US\$5. You cannot recover any other damages, including consequential, lost profits, special, indirect, incidental, or punitive damages. This limitation applies to anything related to the services; content (including code) on third party Internet sites, third party programs or third party conduct; viruses or other disabling features that affect your access to or use of the services; incompatibility between the services and other services, software, and hardware; delays or failures you may have in initiating, conducting, or completing any transmissions or transactions in connection with the services in an accurate or timely manner; and claims for breach of contract, breach of warranty, guarantee, or condition, strict liability, negligence, or other tort. It also applies even if this remedy does not fully compensate you for any losses or fails of its essential purpose or if Microsoft knew or should have known about the possibility of the damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. They also may not apply to you because your province or country may not allow the exclusion or limitation of incidental, consequential, or other damages.

**15. CHANGES TO THE SERVICES; CANCELLATION OF THE SERVICES.** We may change (including by removing features or charging fees for features previously provided free), update, or enhance (collectively, "modify") the services at any time and may require you to obtain and use the most recent versions. Modifications may affect your ability to use the services and may require you to change (at your sole cost) the

way you previously used them. We will not be liable for any costs that you incur, or for lost profits or damages of any kind, related to any modification. We may cancel or suspend your use of the services at any time. Our cancellation or suspension may be without cause, without notice, or both. Upon cancellation, your right to use the services (including the API) stops right away. Once the services are cancelled or suspended, any data you have stored on the services may not be retrieved later.

**16. INTERPRETING THE CONTRACT.** All parts of this contract apply to the maximum extent permitted by law. If any term of this contract is unenforceable, the remainder will be fully enforced to effect the parties' intent. Unless stated or context requires otherwise: (a) all internal references are to this contract and its parties; (b) "days" means "calendar days"; (c) "partner" is not used as a legal term of art and does not describe or imply a partnership; (d) "may" means that the applicable party has a right, but not a concomitant duty; (e) and a party's choices under this contract are in its sole discretion, subject to any applicable duties of good faith. Lists of examples following "including" or "e.g." are not exhaustive (i.e., are interpreted to include "without limitation"), unless qualified by words such as "only" or "solely." This contract will be interpreted according to the plain meaning of its terms without any presumption that it should be construed to favor either party. The section titles in the contract do not limit the other terms of this contract.

**17. ASSIGNMENT.** We may assign this contract, in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other person without our prior written consent, which will not be unreasonably withheld. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use the services or any part of the services.

**18. NO THIRD PARTY BENEFICIARIES.** This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors and assigns under this contract.

**19. CLAIM MUST BE FILED WITHIN ONE YEAR.** Any claim related to this contract or the services may not be brought unless brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not filed, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns.

**20. EXPORT.** The services (including the API) are subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the services. These laws include restrictions on destinations, end users, and end use. Additional information is provided at <http://www.microsoft.com/exporting>.

**21. NOTICES.** You may notify Microsoft by postal mail (Microsoft does not accept email notices) addressed as follows: Microsoft Corporation, Attention: LCA - Online Services Business, One Microsoft Way, Redmond, Washington 98052-6399, USA. This contract is in electronic form, and you consent to Microsoft sending you any information related to this contract in electronic form (by email, by access to a Microsoft website designated in an email notice to you, or by posting notice on the Microsoft website located at <http://www.bing.com/developers/tou.aspx> (or any successor website that Microsoft notifies you of by email)). You may withdraw this consent, but if you do, Microsoft may terminate this contract and your right to access and use the services. Notices provided

to you by email will be deemed given and received on the email transmission date. You acknowledge that, as long as you access or use the services, you must have, or have access to, the necessary software and hardware to receive these notices.

**22. MISCELLANEOUS.** The parties are independent contractors under this contract and do not intend to form any other relationship. Only written waivers will be effective. Each party will pay its own costs to perform (except where expressly stated otherwise). You will maintain commercially reasonable levels of insurance with commercially reasonable insurers to enable you to comply with your obligations under this contract. In relation to this contract, you will comply with all applicable laws and other requirements of governments having jurisdiction. All rights and remedies under this contract are cumulative. Except as otherwise expressly stated in this contract, this contract is the parties' entire agreement on this subject and merges and supersedes all related prior and contemporaneous communications and agreements. Except as otherwise expressly provided, this contract may only be modified in a writing that is manually signed by both parties after the Effective Date.

**23. CHOICE OF LAW AND LOCATION FOR RESOLVING DISPUTES.** Washington state law governs the interpretation of this contract and applies to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of your state of residence in the United States, or if you live outside the United States, the laws of the country to which we direct your services. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in King County, Washington, USA for all disputes arising out of or relating to this contract.

**AMENDMENT TO MICROSOFT CORPORATION'S TERMS OF SERVICE FOR BING™  
APPLICABLE TO GOVERNMENTAL USERS/MEMBERS**

This Amendment, agreed to by both parties, applies to the following governmental agency/department ("Agency", "User", or "You"): **[NAME OF FEDERAL ENTITY]**.

You, as a United States Government entity, are required, when entering into agreements with other parties, to follow applicable federal laws and regulations, including those related to ethics, limitations on indemnification, fiscal law constraints, advertising and endorsements, freedom of information, governing law and dispute resolution forum. Microsoft Corporation ("Microsoft", "Company" or "We") and You (together, the "Parties") agree that modifications to the Microsoft's standard Terms of Service, available at <http://www.bing.com/developers/tou.aspx> (the "TOS") are appropriate to accommodate Your legal status, Your public (in contrast to private) mission, and other special circumstances. Accordingly, the TOS are hereby modified by this Amendment as they pertain to Agency's use of the Company web site and services.

- A. **Government entity:** "You" within the TOS shall mean the Agency itself and shall not apply to, or bind (i) the individual(s) who utilize the Company site or services on Agency's behalf, or (ii) any individual users who happen to be employed by, or otherwise associated with, the Agency.
- B. **Public purpose:** Any requirement(s) set forth within the TOS that use of the Company site and services be for private, personal and/or non-commercial purposes is hereby waived.
- C. **Agency content serving the public:** Company hereby approves Agency's distribution or other publication via the Services of materials which may contain or constitute promotions, advertisements or solicitations for goods or services, so long as the material relates to the Agency's mission.
- D. **Advertisements:** Company hereby agrees not to serve or display any commercial advertisements or solicitations on any pages within the Company site displaying content created by or under the control of the Agency. This exclusion shall not extend to house ads, which Company may serve on such pages in a non-intrusive manner.
- E. **Indemnification:** All indemnification and damages provisions of the TOS are hereby waived. Liability for any breach of the TOS or this Agreement shall be determined under the Federal Tort Claims Act, or other governing authority.
- F. **Governing law:** The dispute resolution provision in the TOS are hereby deleted. The TOS and this Amendment shall be governed, interpreted and enforced in accordance with the laws of the United State of America. To the extent permitted by federal law, the laws of the State of Washington will apply in the absence of federal law.
- G. **Changes to Standard TOS:** Language in the standard TOS reserving to Company the right to change the TOS without notice at any time is hereby amended to grant You at least three days

advance notice of any material change to the TOS. Company shall send this notice to the email address You designate at the time You sign up for service.

- H. **Access and Use:** Company acknowledges that the Agency's use of Company's site and services may energize significant citizen engagement. Language in the TOS allowing Company to terminate service, or close the Agency's account, at any time, for any reason, is modified to reflect the Parties' agreement that service may be terminated and/or the Agency's account closed by Company, only for good cause.
- I. **Ownership of names:** Any provision(s) in the TOS related to Company's ownership of and right to change Your selected user name, user ID, channel names, and group names, are modified to accommodate Agency's proprietary, practical, and/or operational interest in its own publicly-recognized name and the names of Agency programs.
- J. **Modifications of User Content:** Company agrees that the right reserved in the TOS to "modify" or "adapt" Your content is limited to technical actions necessary to index, format and display that content. The right to modify or adapt does not include the right to edit or otherwise alter the meaning of the content. Notwithstanding the foregoing, nothing in this Amendment shall result in an expansion of Your rights as a United States Government entity under the Copyright Act of 1976 (17 U.S.C. §§101 et seq.), specifically including Section 105 of said Act.
- K. **Limitation of Liability:** The Parties agree that nothing in the Limitation of Liability clause or elsewhere in the TOS in any way grants Company a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law.
- L. **Uploading, Deleting:** The Parties understand and agree that You are not obligated to place any User Content on the Company site, and You reserve the right to remove any and all User Content at Your sole discretion.
- M. **No endorsement:** Company agrees that Your trademarks, logos, service marks, trade names, and the fact that You have a presence on the Company site and use its services, shall not be used by Company to imply an endorsement, sponsorship or recommendation of Company or its services by You or the Federal Government. Except for pages whose design and content is under the control of the Agency, Company agrees not to display any Agency or government seals or logos on the Company's homepage or elsewhere on the Company Site, unless permission to do has been granted by the Agency.
- N. **No business relationship created:** The Parties are independent entities and nothing in this Amendment or TOS creates an agency, partnership or joint venture.
- O. **No cost agreement:** Nothing in this Amendment or TOS obligates You to expend appropriations or incur financial obligations. The Parties acknowledge and agree that none of the obligations arising from this Amendment or TOS are contingent upon the payment of fees by one party to the other.

- P. **Provision of Data:** In case of termination of service, Company will provide You with all user-generated content that is publicly visible through the Sites You created at Company within 30 days. Data will be provided in a commonly used file or database format as Company deems appropriate. Company will not provide data if doing so would violate its privacy policy, available at <http://Company.com/privacy.php>.
- Q. **Future fee based arrangements:** You acknowledge that while Company will provide You with some services and features for free, Company reserves the right to begin charging for those services and features at some point in the future. Company will provide you with advance notice of such a change. You also understand that Company currently offers other premium and enterprise services for a fee. Before deciding to enter into a premium or enterprise subscription, or any other fee-based service Company may offer in the future, You agree to determine your Agency has a need for those additional services, to consider the subscription's value in comparison with comparable services available elsewhere, to determine that Agency funds are available for payment, to properly use the Government Purchase Card if that Card is used as the payment method, to review this Amendment and the then-applicable TOS for conformance to federal procurement law, and in all other respects to follow applicable acquisition laws, regulations, and agency guidelines when initiating that separate action.
- R. **Assignment:** Neither party may assign its obligations under this Amendment or TOS to any third party without prior written consent of the other.
- S. **Precedence; Further Amendment; Termination:** If there is any conflict between this Amendment and the TOS, or between this Amendment and other rules or policies on the Company site or services, this Amendment shall prevail. This Amendment may be further amended only upon written agreement executed by both Parties. Either party may terminate Agency's account and end the Company service agreement on 30 days written notice.



- T. ***Posting and availability of this Amendment:*** The provision of the TOS requiring modifications to the TOS to be posted on Company's website is inapplicable since this Amendment is of limited, not general, application, and is otherwise waived for this special circumstance. The Parties agree this Amendment contains no confidential or proprietary information, and You may release it to the public upon request and to other agencies interested in using Company Site and services.

**MICROSOFT CORPORATION**

**[NAME OF FEDERAL ENTITY]**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

[Proposed Amendment by Microsoft Corporation 10-6-09]

**AMENDMENT TO MICROSOFT CORPORATION'S TERMS OF SERVICE FOR BING™  
APPLICABLE TO GOVERNMENTAL USERS/MEMBERS**

This Amendment, agreed to by both parties, applies to the following governmental agency/department ("Agency", "User", or "You"): the [REDACTED]

You, as a United States Government entity, are required, when entering into agreements with other parties, to follow applicable federal laws and regulations, including those related to ethics, limitations on indemnification, fiscal law constraints, advertising and endorsements, freedom of information, governing law and dispute resolution forum. Microsoft Corporation ("Microsoft", "Company" or "We") and You (together, the "Parties") agree that modifications to the Microsoft's standard Terms of Service, available at <http://www.bing.com/developers/tou.aspx> (the "TOS") are appropriate to accommodate Your legal status, Your public (in contrast to private) mission, and other special circumstances. Accordingly, the TOS are hereby modified by this Amendment as they pertain to the General Service Administration's use of the Company web site and services.

- A. **Government entity:** "You" within the TOS shall mean the General Services Administration itself and shall not apply to, or bind (i) the individual(s) who utilize the Company site or services on the General Services Administration's behalf, or (ii) any individual users who happen to be employed by, or otherwise associated with, the General Services Administration.
- B. **Public purpose:** Any requirement(s) set forth within the TOS that use of the Company site and services be for private, personal and/or non-commercial purposes is hereby waived.
- C. **Agency content serving the public:** Company hereby approves the General Services Administration's distribution or other publication via the Services of materials which may contain or constitute promotions, advertisements or solicitations for goods or services, so long as the material relates to the General Services Administration's mission.
- D. **Advertisements:** Company hereby agrees not to serve or display any commercial advertisements or solicitations on any pages within the Company site displaying content created by or under the control of the General Services Administration. This exclusion shall not extend to house ads, which Company may serve on such pages in a non-intrusive manner.
- E. **Indemnification:** All indemnification and damages provisions of the TOS are hereby waived. Liability for any breach of the TOS or this Agreement shall be determined under the Federal Tort Claims Act, or other governing authority. Liability of Company for any breach of the TOS or this Agreement, or any claim arising from the TOS or this Agreement, shall be determined by applicable federal law.
- F. **Governing law:** The dispute resolution provision in the TOS are hereby deleted. The TOS and this Amendment shall be governed, interpreted and enforced in accordance with the laws of the United States of America. To the extent permitted by federal law, the laws of the State of Washington will apply in the absence of federal law.

- G. **Changes to Standard TOS:** Language in the standard TOS reserving to Company the right to change the TOS without notice at any time is hereby amended to grant You at least three days advance notice of any material change to the TOS. Company shall send this notice to the email address You designate at the time You sign up for service, and You shall notify Company of any change in the notification email address during the life of the Agreement.
- H. **Access and Use:** Company acknowledges that the General Services Administration's use of Company's site and services may energize significant citizen engagement. Language in the TOS allowing Company to terminate service, or close the General Services Administration's account, at any time, for any reason, is modified to reflect the Parties' agreement that Company may unilaterally terminate service and/or terminate the General Services Administration's account only for breach of the General Services Administration's obligations under the Agreement as amended by the TOS, or its material failure to comply with the instructions and guidelines posted on the Site, or if Company ceases to operate its services generally. Company will provide the General Services Administration with a reasonable opportunity to cure any breach or failure on the General Services Administration's part.
- I. **Ownership of names:** Any provision(s) in the TOS related to Company's ownership of and right to change Your selected user name, user ID, channel names, and group names, are modified to accommodate the General Services Administration's proprietary, practical, and/or operational interest in its own publicly-recognized name and the names of the General Services Administration programs.
- J. **Modifications of User Content:** Company agrees that the right reserved in the TOS to "modify" or "adapt" Your content is limited to technical actions necessary to index, format and display that content. The right to modify or adapt does not include the right to edit or otherwise alter the meaning of the content. Notwithstanding the foregoing, nothing in this Amendment shall result in an expansion of Your rights as a United States Government entity under the Copyright Act of 1976 (17 U.S.C. §§101 et seq.), specifically including Section 105 of said Act.
- K. **Limitation of Liability:** The Parties agree that nothing in the Limitation of Liability clause or elsewhere in the TOS in any way grants Company a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law.
- L. **Uploading, Deleting:** The Parties understand and agree that You are not obligated to place any User Content on the Company site, and You reserve the right to remove any and all User Content at Your sole discretion.
- M. **No endorsement:** Company agrees that Your trademarks, logos, service marks, trade names, and the fact that You have a presence on the Company site and use its services, shall not be used by Company in such a manner as to state or imply that Company's products or services are endorsed, sponsored or recommended by You or by any other element of the Federal Government or considered by these entities to be superior to any other products or services.

Except for pages whose design and content is under the control of the General Services Administration, Company agrees not to display any of the General Services Administration or government seals or logos on the Company's homepage or elsewhere on the Company Site, unless permission to do has been granted by the General Services Administration.

- N. **No business relationship created:** The Parties are independent entities and nothing in this Amendment or TOS creates an agency, partnership or joint venture.
- O. **No cost agreement:** Nothing in this Amendment or TOS obligates You to expend appropriations or incur financial obligations. The Parties acknowledge and agree that none of the obligations arising from this Amendment or TOS are contingent upon the payment of fees by one party to the other.
- P. **Provision of Data:** In case of termination of service, Company will provide You with all user-generated content that is publicly visible through the Sites You created at Company within 30 days. Data will be provided in a commonly used file or database format as Company deems appropriate. Company will not provide data if doing so would violate its privacy policy, available at <http://Company.com/privacy.php>.
- Q. **Separate future action for fee based arrangements:** Company provides services at a basic level free of charge to the public, but this may change in the future. You acknowledge that while Company will provide You with some services and features for free, Company reserves the right to begin charging for those services and features at some point in the future. Company will provide You with at least 30 days advance notice of such a change involving the charging of fees for the basic level service. You also understand that Company may currently offer other premium and enterprise services for a fee. Before the General Services Administration decides to enter into a premium or enterprise subscription, or any other fee-based service Company may offer in the future, You agree to determine your agency has a need for those additional services, to consider the subscription's value in comparison with comparable services available elsewhere, to determine that the General Services Administration funds are available for payment, to properly use the Government Purchase Card if that Card is used as the payment method, to review this Amendment and the then-applicable TOS for conformance to federal procurement law, and in all other respects to follow applicable acquisition laws, regulations, and the General Services Administration guidelines when initiating that separate action.
- R. **Assignment:** Neither party may assign its obligations under this Amendment or TOS to any third party without prior written consent of the other.
- S. **Precedence; Further Amendment; Termination:** This Amendment constitutes an amendment to the TOS; language in the TOS indicating it alone is the entire agreement between the Parties is waived. If there is any conflict between this Amendment and the TOS, or between this Amendment and other rules or policies on the Company site or services, this Amendment shall prevail. This Amendment may be further amended only upon written agreement executed by both Parties. The General Services Administration may close the General Services

Administration's account and terminate this agreement at any time. Company may close the General Services Administration's account and terminate this agreement on 30 days written notice.

- T. **Posting and availability of this Amendment:** The provision of the TOS requiring modifications to the TOS to be posted on Company's website is inapplicable since this Amendment is of limited, not general, application, and is otherwise waived for this special circumstance. The Parties agree this Amendment contains no confidential or proprietary information, and You may release it to the public upon request and to other agencies interested in using Company Site and services.
- U. **Additional Items for Discussion and Possible Inclusion in this Agreement:** Company understands current federal law, regulation and policy may affect the General Services Administration's use of the Company's products and services in ways not addressed in the list of clauses above. Much depends on the nature of the products and services offered by the Company (which may change from time-to-time), and how the General Services Administration intends to use those services (which also may change). The following are among the topics the General Services Administration may need to discuss with Company. Discussion of these items may lead to the insertion of additional clauses in this Agreement.

Security

Privacy

Accessibility

Records Management (In addition to the clause Q on "Provision of Data")

**MICROSOFT CORPORATION**

(b) (6)

Name: Teresa Carlson

Title: VP Microsoft Federal

Date: 8/4/10

**General Services Administration**

(b) (6)

Name: DAVID McClure

Title: Associate Administrator

Date: 7/19/10

Email: david.mcclure@gsa.gov

[Proposed Amendment by Microsoft Corporation 11-4-09]]

**AMENDMENT TO MICROSOFT CORPORATION'S TERMS OF SERVICE FOR BING™  
APPLICABLE TO GOVERNMENTAL USERS/MEMBERS**

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You, as a United States Government entity, are required, when entering into agreements with other parties, to follow applicable federal laws and regulations, including those related to ethics, limitations on indemnification, fiscal law constraints, advertising and endorsements, freedom of information, governing law and dispute resolution forum. Microsoft Corporation ("Microsoft", "Company" or "We") and You (together, the "Parties") agree that modifications to the Microsoft's standard Terms of Service, available at <http://www.bing.com/developers/tou.aspx> (the "TOS") are appropriate to accommodate Your legal status, Your public (in contrast to private) mission, and other special circumstances. Accordingly, the TOS are hereby modified by this Amendment as they pertain to Agency's use of the Company web site and services.

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- B. **Public purpose:** Any requirement(s) set forth within the TOS that use of the Company site and services be for private, personal and/or non-commercial purposes is hereby waived.
- C. **Agency content serving the public:** Company hereby approves Agency's distribution or other publication via the Services of materials which may contain or constitute promotions, advertisements or solicitations for goods or services, so long as the material relates to the Agency's mission.
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- E. **Indemnification:** All indemnification and damages provisions of the TOS are hereby waived. Liability for any breach of the TOS or this Agreement shall be determined under the Federal Tort Claims Act, or other governing authority. Liability of Company for any breach of the TOS or this Agreement, or any claim arising from the TOS or this Agreement, shall be determined by applicable federal law.
- F. **Governing law:** The dispute resolution provision in the TOS are hereby deleted. The TOS and this Amendment shall be governed, interpreted and enforced in accordance with the laws of the United State of America. To the extent permitted by federal law, the laws of the State of Washington will apply in the absence of federal law.

- G. **Changes to Standard TOS:** Language in the standard TOS reserving to Company the right to change the TOS without notice at any time is hereby amended to grant You at least three days advance notice of any material change to the TOS. Company shall send this notice to the email address You designate at the time You sign up for service, and You shall notify Company of any change in the notification email address during the life of the Agreement.
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- L. **Uploading, Deleting:** The Parties understand and agree that You are not obligated to place any User Content on the Company site, and You reserve the right to remove any and all User Content at Your sole discretion.
- M. **No endorsement:** Company agrees that Your trademarks, logos, service marks, trade names, and the fact that You have a presence on the Company site and use its services, shall not be used by Company in such a manner as to state or imply that Company's products or services are endorsed, sponsored or recommended by You or by any other element of the Federal Government or considered by these entities to be superior to any other products or services. Except for pages whose design and content is under the control of the Agency, Company agrees not to display any Agency or government seals or logos on the Company's homepage or elsewhere on the Company Site, unless permission to do has been granted by the Agency.

- N. **No business relationship created:** The Parties are independent entities and nothing in this Amendment or TOS creates an agency, partnership or joint venture.
- O. **No cost agreement:** Nothing in this Amendment or TOS obligates You to expend appropriations or incur financial obligations. The Parties acknowledge and agree that none of the obligations arising from this Amendment or TOS are contingent upon the payment of fees by one party to the other.
- P. **Provision of Data:** In case of termination of service, Company will provide You with all user-generated content that is publicly visible through the Sites You created at Company within 30 days. Data will be provided in a commonly used file or database format as Company deems appropriate. Company will not provide data if doing so would violate its privacy policy, available at <http://Company.com/privacy.php>.
- Q. **Separate future action for fee based arrangements:** Company provides services at a basic level free of charge to the public, but this may change in the future. You acknowledge that while Company will provide You with some services and features for free, Company reserves the right to begin charging for those services and features at some point in the future. Company will provide You with at least 30 days advance notice of such a change involving the charging of fees for the basic level service. You also understand that Company may currently offer other premium and enterprise services for a fee. Before an Agency decides to enter into a premium or enterprise subscription, or any other fee-based service Company may offer in the future, You agree to determine your Agency has a need for those additional services, to consider the subscription's value in comparison with comparable services available elsewhere, to determine that Agency funds are available for payment, to properly use the Government Purchase Card if that Card is used as the payment method, to review this Amendment and the then-applicable TOS for conformance to federal procurement law, and in all other respects to follow applicable acquisition laws, regulations, and agency guidelines when initiating that separate action.
- R. **Assignment:** Neither party may assign its obligations under this Amendment or TOS to any third party without prior written consent of the other.
- S. **Precedence; Further Amendment; Termination:** This Amendment constitutes an amendment to the TOS; language in the TOS indicating it alone is the entire agreement between the Parties is waived. If there is any conflict between this Amendment and the TOS, or between this Amendment and other rules or policies on the Company site or services, this Amendment shall prevail. This Amendment may be further amended only upon written agreement executed by both Parties. Agency may close Agency's account and terminate this agreement at any time. Company may close Agency's account and terminate this agreement on 30 days written notice.
- T. **Posting and availability of this Amendment:** The provision of the TOS requiring modifications to the TOS to be posted on Company's website is inapplicable since this Amendment is of limited, not general, application, and is otherwise waived for this special circumstance. The Parties agree this Amendment contains no confidential or proprietary information, and You



may release it to the public upon request and to other agencies interested in using Company Site and services.

- U. ***Additional Items for Discussion and Possible Inclusion in this Agreement:*** Company understands current federal law, regulation and policy may affect Agency's use of the Company's products and services in ways not addressed in the list of clauses above. Much depends on the nature of the products and services offered by the Company (which may change from time-to-time), and how Agency intends to use those services (which also may change). The following are among the topics Agency may need to discuss with Company. Discussion of these items may lead to the insertion of additional clauses in this Agreement.

**Security**

**Privacy**

**Accessibility**

**Records Management (in addition to the clause Q on "Provision of Data")**

**MICROSOFT CORPORATION**

**[NAME OF FEDERAL ENTITY]**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

[Proposed Amendment by Microsoft Corporation 11-4-09]

Related to changes to  
Bing Terms  
of Service



Amy Farraj  
Feijoo/XCE/CO/GSA/GOV  
05/24/2011 09:08 AM

To Karen Wilkins  
cc  
bcc

Subject Fw: Follow-up to call last week CRM:0005073

Karen,

Can you please put this email thread in the contract folder? It contains approval for a blend search results page redesign. I will also send you my original request, which includes the attachment they are approving.

Ammie

Ammie Farraj Feijoo  
USASearch Deputy Program Manager  
Office of Citizen Services and Innovative Technologies  
U.S. General Services Administration  
202-219-1437 (office) | 202-341-5792 (cell)  
ammie.farrajfeijoo@gsa.gov

Search.USA.gov--the U.S. government's official search engine

----- Forwarded by Amy Farraj Feijoo/XCE/CO/GSA/GOV on 05/24/2011 09:07 AM -----



"Charles Landau (Xtreme  
Consulting Group Inc)"  
<v-cland@microsoft.com>  
05/17/2011 12:28 PM

To "amy.farrajfeijoo@gsa.gov" <amy.farrajfeijoo@gsa.gov>  
cc Search Partner Support <spbsupp@microsoft.com>  
Subject RE: Follow-up to call last week CRM:0005073

Ammie,

The redesign looks good. Thanks.

I'll check with the devs on the stop words.

Separately, the RSS feed for SuperFresh (<http://search.usa.gov/superfresh>) has nothing in it right now. Can you please confirm that it's configured properly?

Thanks.

Charles Landau : [Bing : v-cland@microsoft.com](mailto:v-cland@microsoft.com)

**From:** amy.farrajfeijoo@gsa.gov [mailto:amy.farrajfeijoo@gsa.gov]  
**Sent:** Tuesday, May 17, 2011 9:10 AM  
**To:** Charles Landau (Xtreme Consulting Group Inc)  
**Cc:** Search Partner Support  
**Subject:** RE: Follow-up to call last week CRM:0005073

Charles,

#3. Attached is a modified redesign of our search results per your comments below to make it clear which results are being provided by USA.gov.

#4. Yes, we also get good results when searching for stop words using quotes (with or without a limiter). The issue is that most of our users don't use quotes. When not using quotes, the search returns good results without a limiter, but poor results as soon as a ScopeID or site limiter is added. Because USASearch uses both the ScopeID and site limiter (scopeID:usagovall OR site:\*.gov OR site:\*.mil), all of our results are poor. Notably, results for some stop words are okay:

to be or not  
i am

where as, these aren't:

this is it  
at will

Lastly, I go by "Ammie," even though GSA has "Amy" in my email from address.

Ammie

Ammie Farraj Feijoo  
USASearch Deputy Program Manager  
Office of Citizen Services and Innovative Technologies  
U.S. General Services Administration  
202-219-1437 (office) | 202-341-5792 (cell)  
[ammie.farrajfeijoo@gsa.gov](mailto:ammie.farrajfeijoo@gsa.gov)

Search.USA.gov—the U.S. government's official search engine

"Charles Landau (Xtreme Consulting Group Inc)" <  
[v-cland@microsoft.com](mailto:v-cland@microsoft.com)>

05/16/2011 06:09 PM

To "[amy.farrajfeijoo@gsa.gov](mailto:amy.farrajfeijoo@gsa.gov)" <

[amy.farrajfeijoo@gsa.gov](mailto:amy.farrajfeijoo@gsa.gov)>

ccSearch Partner Support <[spbsupp@microsoft.com](mailto:spbsupp@microsoft.com)

>

Subject: Follow-up to call last week CRM: 0005073  
ct

Ammie,

I seem to get good results when I enclose the search term in " ".....

<http://www.bing.com/search?q=%22at+will%22+site%3A.gov&form=QBRE&filt=all&qsn=&sk=&sc=8-19>

No worries (re Charlie). Do you go by "Amy" or "Ammie"?

Charles Landau : [Bing : v-cland@microsoft.com](mailto:v-cland@microsoft.com)

**From:** [amy.farraifeijoo@gsa.gov](mailto:amy.farraifeijoo@gsa.gov) [<mailto:amy.farraifeijoo@gsa.gov>]

**Sent:** Friday, May 13, 2011 12:17 PM

**To:** Charles Landau (Xtreme Consulting Group Inc)

**Cc:** Search Partner Support

**Subject:** RE: Follow-up to call last week CRM:0005073

Charles ,

#3. We'll get back to you with a modified redesign per your comments below.

#4. For the search on at will, note how the results go to general home page results as soon as a ScopeID or site limiter is added. We'd expect results with the term as a phrase to appear at the top of the results (as they do without the limiters).

Examples of not-so-relevant homepage results:

<http://www.bing.com/search?q=at+will+site%3A.gov>

<http://www.bing.com/search?q=at+will+site%3A.org>

<http://www.bing.com/search?q=at+will+site%3A.com>

<http://www.bing.com/search?q=at+will+scopeid%3Ausagovall>

Examples of relevant results for queries on at will:

<http://www.bing.com/search?q=at+will>

<http://www.bing.com/search?q=%22at+will%22+site%3A.gov>

<http://www.bing.com/search?q=%22at+will%22+scopeid%3Ausagovall>

As you can see from the above queries, there are relevant results for at will tenacy and at will employment on government pages, but none of these results are returned at the top of the web results on either Bing or Search.USA.gov for a search on at will.

Search.USA.gov -- <http://search.usa.gov/search?sc=0&query=at+will>

Bing with our parameters --

<http://www.bing.com/search?q=%28at+will%29+%28scopeid%3Ausagovall+OR+site%3A.gov+OR+site%3Aamil%29>

Ammie

Ammie Farraj Feijoo

USASearch Deputy Program Manager

Office of Citizen Services and Innovative Technologies

U.S. General Services Administration

202-219-1437 (office) (b) (6) (cell)

[ammie.farraifeijoo@gsa.gov](mailto:ammie.farraifeijoo@gsa.gov)

Search.USA.gov—the U.S. government's official search engine

P.S. Sorry for calling you "Charlie" in an earlier note.

"Charles Landau (Xtreme Consulting Group Inc)" <[v-cland@microsoft.com](mailto:v-cland@microsoft.com)>

05/13/2011 01:41 PM

To "[amy.farraifeijoo@gsa.gov](mailto:amy.farraifeijoo@gsa.gov)" <[amy.farraifeijoo@gsa.gov](mailto:amy.farraifeijoo@gsa.gov)>, "Search Partner Support" <[spbsupp@microsoft.com](mailto:spbsupp@microsoft.com)>

cc

Subject: Follow-up to call last week CRM:0005073  
ect

Hi Amy,

I believe #1 & 2 below are currently in process. For 3-5:

#3 – For your redesign, we need to make sure it's clear which results are being provided by Bing (and which aren't). I'm not sure that's clear from the screenshot you sent. Would it be possible to put USA.gov content in a different section, or otherwise indicate that it's not from Bing?

#4 – Can you please send or indicate some examples of the odd results you're seeing here?

#5 – ScopeID currently only supports retrieval of web content.

Charles Landau : [Bing : v-cland@microsoft.com](mailto:v-cland@microsoft.com)

**From:** [amy.farraifeijoo@gsa.gov](mailto:amy.farraifeijoo@gsa.gov) [mailto:[amy.farraifeijoo@gsa.gov](mailto:amy.farraifeijoo@gsa.gov)]

**Sent:** Thursday, May 12, 2011 10:27 AM

**To:** Search Partner Support

**Subject:** Fw: Follow-up to call last week

Resending to partner support for Charlie to see #5 as well per Elizabeth's earlier email.

----- Forwarded by Amy Farraj Feijoo/XCE/CO/GSA/GOV on 05/12/2011 01:26 PM -----

Amy Farraj Feijoo/XCE/CO/GSA/GOV

05/12/2011 01:25 PM

To Amy Farraj Feijoo/XCE/CO/GSA/GOV@GSA

cc [Elizabeth.Hill@microsoft.com](mailto:Elizabeth.Hill@microsoft.com), [erik@searchsi.com](mailto:erik@searchsi.com), [mary.deffily@gsa.gov](mailto:mary.deffily@gsa.gov)

Subject Re: Follow-up to call last week [Link](#)



11/17/2010 03:07 PM

Subject Re: Commercial Search Engine API Sources Sought Award  
Doc

Herb,

Based on Mike Ettner's comments, we were to incorporate the original RFI, the signed Terms of Service between Microsoft and GSA, and Microsoft's response to the RFI. I did not see it in this contract, am I missing something? Also, will I need a COTR letter for this contract? Thanks.

Mary Sue Deffily  
Office of Citizen Services & Innovative Technologies  
IT Solutions & Services  
1800 F Street, NW  
Washington, DC 20405  
202-219-1372

Access Official Government Information  
[www.USA.Gov](http://www.USA.Gov), [USASearch](http://USASearch) or 1-800-FED-INFO

Notice: This e-mail, along with any attachments, may contain confidential and/or privileged U.S. Government information, and is not for release, review, or retransmission, dissemination, or use by anyone other than the intended recipient(s) and is intended solely for the addressee(s). Please do not forward or print this without permission. If you have received this in error, please reply immediately and delete this message. Thank you.

Herbert W. Connell/CONTRACTOR/ACMD/CO/GSA/GOV



Herbert W.  
Connell/CONTRACTOR/AC  
MD/CO/GSA/GOV  
11/10/2010 09:56 AM

To Susie Adams  
<Susie.Adams@microsoft.com>@GSAEXTERNAL  
cc "mary.deffily@gsa.gov" <mary.deffily@gsa.gov>, Renee  
Ballard/ACMD/CO/GSA/GOV@GSA  
Subject Commercial Search Engine API Sources Sought Award Doc

Good morning Ms. Adams, I have attached the Award Document signed by the Director for your files. Thank you for your patience and consideration during this process.

Herb Connell  
Acquisitions Analyst Lead  
Contractor  
Office of GovernmentWide Policy

Office of Government Policy Initiatives  
Central Office Contracting Division (MCD)  
General Services Administration  
Room 3140, 1800 F Street NW  
Washington, DC 20405  
email: [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)  
(202) 208-1045/fax (202) 501-3161

Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

11/10/2010 08:00 AM

To "herbert.connell@gsa.gov" <[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)>  
cc "mary.deffily@gsa.gov" <[mary.deffily@gsa.gov](mailto:mary.deffily@gsa.gov)>  
Subject: RE: Microsoft Response to Commercial Search Engine API Sources Sought

Hi Herb,

No problems. Our signing authority was out Monday and Tuesday.

Here is the signed copy.

Sorry for the delay.

**From:** [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov) [mailto:[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)]  
**Sent:** Monday, November 08, 2010 12:08 PM  
**To:** Susie Adams  
**Subject:** Fw: Microsoft Response to Commercial Search Engine API Sources Sought  
**Importance:** High

Ms. Adams just a reminder regarding the status of my revision to the appropriate clauses added to the No Cost contract resubmitted to Microsoft. Please inform me if there are any existing problems with approval.

Herb Connell  
Acquisitions Analyst Lead  
Contractor  
Office of GovernmentWide Policy  
Office of Government Policy Initiatives  
Central Office Contracting Division (MCD)  
General Services Administration  
Room 3140, 1800 F Street NW  
Washington, DC 20405  
email: [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)  
(202) 208-1045/fax (202) 501-3161

----- Forwarded by Herbert W. Connell/CONTRACTOR/ACMD/CO/GSA/GOV on 11/08/2010 12:04 PM -----

Herbert W.  
Connell/CONTRACTOR/ACMD/CO/GSA/GOV

10/28/2010 09:24 AM

To Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>@GSAEXTERNAL  
cc  
Subje RE: Microsoft Response to Commercial Search Engine API Sources  
ct Sought [Link](#)

Good morning Ms. Adams, I hate to be a thorn in your side, however I wanted to check on the status of my earlier request. Sorry for the inconvenience.

Herb Connell  
Acquisitions Analyst Lead  
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(202) 208-1045/fax (202) 501-3161

Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

10/10/2010 10:02 AM

To "herbert.connell@gsa.gov" <[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)>  
cc  
Subjec RE: Microsoft Response to Commercial Search Engine API Sources  
t Sought

Hi Herb,

I should be able to get this back to you early this week. I apologize. I've been out and a few things have slipped thru the cracks.

Susie Adams



Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal  
Microsoft Corporation

Reston, VA (Bing Maps)

C (703) (b) (6)

O (b) (6)



**From:** [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov) [<mailto:herbert.connell@gsa.gov>]

**Sent:** Friday, October 08, 2010 9:49 AM

**To:** Susie Adams

**Subject:** RE: Microsoft Response to Commercial Search Engine API Sources Sought

**Importance:** High

Ms. Adams, just checking on the status of the review?

Herb Connell  
Acquisitions Analyst Lead  
Contractor  
Office of GovernmentWide Policy  
Office of Government Policy Initiatives  
Central Office Contracting Division (MCD)  
General Services Administration  
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Washington, DC 20405  
email: [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)  
(202) 208-1045/fax (202) 501-3161

Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

09/28/2010 03:44 PM

To "[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)" <[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)>

cc

Subject RE: Microsoft Response to Commercial Search Engine API Sources  
t Sought

Hi Herb,

No worries. I've sent to my team for review and should have this back to you later this week.

Thanks!

Susie

Susie Adams  
Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal  
Microsoft Corporation  
Reston, VA (Bing Maps)  
C (703) (b) (6)  
C (b) (6)



**From:** [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov) [mailto:[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)]  
**Sent:** Tuesday, September 28, 2010 1:12 PM  
**To:** Susie Adams  
**Subject:** Fw: Microsoft Response to Commercial Search Engine API Sources Sought  
**Importance:** High

Sorry Ms. Adams your response to our RFI was Aug 11, 2010. It's the end of the month and I'm moving faster than my fingers.

Herb Connell  
Acquisitions Analyst Lead  
Contractor  
Office of GovernmentWide Policy  
Office of Government Policy Initiatives  
Central Office Contracting Division (MCD)  
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Room 3140, 1800 F Street NW  
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email: [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)  
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----- Forwarded by Herbert W. Connell/CONTRACTOR/ACMD/CO/GSA/GOV on 09/28/2010 01:10 PM -----

Herbert W.  
Connell/CONTRACTOR/ACMD/CO/GSA/GOV

09/28/2010 01:09 PM

To Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>@GSAEXTERNAL  
cc  
Subje RE: Microsoft Response to Commercial Search Engine API Sources  
ct Sought [Link](#)

Good morning Ms. Adams, could you please review and sign the attached No Cost Contract per your Request for Information Response dated Sept. 16, 2010. Once I receive the signed document I will have my Director Ms. Renee Ballard sign the final document and resend it to you for your records. Should you have any questions regarding this document please feel free to e-mail or call me at your convenience.

Herb Connell  
Acquisitions Analyst Lead  
Contractor  
Office of GovernmentWide Policy  
Office of Government Policy Initiatives  
Central Office Contracting Division (MCD)  
General Services Administration  
Room 3140, 1800 F Street NW  
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(202) 208-1045/fax (202) 501-3161

Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

09/16/2010 09:16 AM

To "[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)" <[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)>  
cc  
Subject RE: Microsoft Response to Commercial Search Engine API Sources  
Sought

Hi Herb,

Here you go... 794506865

Susie

Susie Adams  
Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal  
Microsoft Corporation  
Reston, VA ([Bing Maps](#))  
C (703) (b) (6)  
O (b) (6)



**From:** [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov) [<mailto:herbert.connell@gsa.gov>]  
**Sent:** Wednesday, September 15, 2010 3:49 PM  
**To:** Susie Adams  
**Subject:** Re: Microsoft Response to Commercial Search Engine API Sources Sought  
**Importance:** High

Good afternoon Ms. Adams, could you forward your Duns# as soon as possible. I want to ensure the

correct one is used when our processing is complete.

Herb Connell  
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(202) 208-1045/fax (202) 501-3161

Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

08/11/2010 09:59 AM

To "[herbert.Connell@gsa.gov](mailto:herbert.Connell@gsa.gov)" <[herbert.Connell@gsa.gov](mailto:herbert.Connell@gsa.gov)>  
cc "[diane.taylor@gsa.gov](mailto:diane.taylor@gsa.gov)" <[diane.taylor@gsa.gov](mailto:diane.taylor@gsa.gov)>  
Subject Microsoft Response to Commercial Search Engine API Sources Sought

Dear Herbert,

Microsoft is pleased to submit this proposal to the GSA in response to the Commercial Search Engine API sources sought. In this document, we share Microsoft's approach to search, known as "Bing". Bing provides, for free, a feature-rich API that will be able to meet the requirements outlined in this sources sought as well as enhance the experience that American citizens have with their federal government. In addition to the proposal, we are also including a CR Crawl Frequency document to provide a more detailed description on the MSNBOT crawl functionality.

If you have any questions or need additional information regarding this proposal, please contact Susie Adams at

703-623-3936. Thank you for taking the time to read this document, and we look forward to hearing from you about the next steps in the process.

Regards,

Susie Adams

Susie Adams

Chief Technology Officer | Federal Civilian Agencies and IGO's

Microsoft Corporation

Reston, VA ([Bing Maps](#))

C (703) (b) (6)



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delete this message. Thank you.

Herbert W. Connell/CONTRACTOR/ACMD/CO/GSA/GOV



Herbert W.  
Connell/CONTRACTOR/AC  
MD/CO/GSA/GOV

11/10/2010 09:56 AM

To Susie Adams  
<Susie.Adams@microsoft.com>@GSAEXTERNAL  
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Ballard/ACMD/CO/GSA/GOV@GSA  
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Washington, DC 20405  
email: herbert.connell@gsa.gov  
(202) 208-1045/fax (202) 501-3161

Susie Adams <Susie.Adams@microsoft.com>

11/10/2010 08:00 AM

To "herbert.connell@gsa.gov" <herbert.connell@gsa.gov>  
cc "mary.deffily@gsa.gov" <mary.deffily@gsa.gov>  
Subject RE: Microsoft Response to Commercial Search Engine API Sources  
t Sought

Hi Herb,

No problems. Our signing authority was out Monday and Tuesday.

Here is the signed copy.

Sorry for the delay.

**From:** herbert.connell@gsa.gov [mailto:herbert.connell@gsa.gov]  
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**Subject:** Fw: Microsoft Response to Commercial Search Engine API Sources Sought  
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----- Forwarded by Herbert W. Connell/CONTRACTOR/ACMD/CO/GSA/GOV on 11/08/2010 12:04 PM -----

Herbert W.  
Connell/CONTRACTOR/ACMD/CO/GSA/GOV

10/28/2010 09:24 AM

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Acquisitions Analyst Lead  
Contractor  
Office of GovernmentWide Policy



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Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

To "[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)" <[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)>  
cc

10/10/2010 10:02 AM

Subject RE: Microsoft Response to Commercial Search Engine API Sources  
t Sought

Hi Herb,

I should be able to get this back to you early this week. I apologize. I've been out and a few things have slipped thru the cracks.

Susie Adams  
Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal  
Microsoft Corporation  
Reston, VA (Bing Maps)  
C (703) (b) (6)  
O (b) (6)



**From:** [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov) [<mailto:herbert.connell@gsa.gov>]  
**Sent:** Friday, October 08, 2010 9:49 AM  
**To:** Susie Adams  
**Subject:** RE: Microsoft Response to Commercial Search Engine API Sources Sought  
**Importance:** High

Ms. Adams, just checking on the status of the review?

Herb Connell  
Acquisitions Analyst Lead  
Contractor  
Office of GovernmentWide Policy  
Office of Government Policy Initiatives  
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(202) 208-1045/fax (202) 501-3161

Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

09/28/2010 03:44 PM

To "[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)" <[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)>  
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Subject RE: Microsoft Response to Commercial Search Engine API Sources  
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Thanks!

Susie

Susie Adams  
Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal  
Microsoft Corporation  
Reston, VA ([Bing Maps](#))  
C (703) (b) (6)  
C (b) (6)



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**To:** Susie Adams  
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----- Forwarded by Herbert W. Connell/CONTRACTOR/ACMD/CO/GSA/GOV on 09/28/2010 01:10 PM -----

Herbert W.  
Connell/CONTRACTOR/ACMD/CO/GSA/GOV

09/28/2010 01:09 PM

To: Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>@GSAEXTERNAL  
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Subject: RE: Microsoft Response to Commercial Search Engine API Sources  
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Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

09/16/2010 09:16 AM

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Hi Herb,

Here you go... 794506865

Susie

Susie Adams

Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal

Microsoft Corporation

Reston, VA (Bing Maps)

C (703) (b) (6)

O (b) (6)



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**Sent:** Wednesday, September 15, 2010 3:49 PM

**To:** Susie Adams

**Subject:** Re: Microsoft Response to Commercial Search Engine API Sources Sought

**Importance:** High

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Herb Connell

Acquisitions Analyst Lead

Contractor

Office of GovernmentWide Policy

Office of Government Policy Initiatives

Central Office Contracting Division (MCD)

General Services Administration

Room 3140, 1800 F Street NW

Washington, DC 20405

email: [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)

(202) 208-1045/fax (202) 501-3161

Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

08/11/2010 09:59 AM

To "[herbert.Connell@gsa.gov](mailto:herbert.Connell@gsa.gov)" <[herbert.Connell@gsa.gov](mailto:herbert.Connell@gsa.gov)>

CC "[diane.taylor@gsa.gov](mailto:diane.taylor@gsa.gov)" <[diane.taylor@gsa.gov](mailto:diane.taylor@gsa.gov)>

Subject Microsoft Response to Commercial Search Engine API Sources Sought

Dear Herbert,

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If you have any questions or need additional information regarding this proposal, please contact Susie Adams at 703-623-3936. Thank you for taking the time to read this document, and we look forward to hearing from you about the next steps in the process.

Regards,

Susie Adams

Susie Adams

Chief Technology Officer | Federal Civilian Agencies and IGO's

Microsoft Corporation

Reston, VA (Bing Maps)

C (703) (b) (6)





Document.tif NO COST\_MICROSOFT.pdf



Mary S.  
Deffily/XCE/CO/GSA/GOV  
11/17/2010 02:30 PM

To Karen Y. Wilkins/CONTRACTOR/XCE/CO/GSA/GOV  
cc  
bcc  
Subject Fw: GSA Bing Contract

Mary Sue Deffily  
Office of Citizen Services & Innovative Technologies  
IT Solutions & Services  
1800 F Street, NW  
Washington, DC 20405  
202-219-1372


Access Official Government Information  
[www.USA.Gov](http://www.USA.Gov), [USASearch](http://USASearch) or 1-800-FED-INFO

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----- Forwarded by Mary S. Deffily/XCE/CO/GSA/GOV on 11/17/2010 02:30 PM -----



Herbert W.  
Connell/CONTRACTOR/ACM  
D/CO/GSA/GOV  
11/03/2010 10:46 AM

To Susie Adams  
<Susie.Adams@microsoft.com>@GSAEXTERNAL  
cc Betsy Chapman <betsyc@microsoft.com>, Greg Myers  
<grmyers@microsoft.com>, Kathryn Mihalich  
<kmihalich@microsoft.com>, "mary.deffily@gsa.gov"  
<mary.deffily@gsa.gov>  
Subject GSA Bing Contract 

Good morning Ms Adams, per our conversation this morning, I have attached the revised Form 1449 and included only the mandatory requirements per the standard services. My apologies for the inconvenience. After your review please sign blocks 30a, 30b and date block 30c. Should there be any additional questions or concerns from Legal please feel free to call or e-mail me at your convenience.

Herb Connell  
Acquisitions Analyst Lead  
Contractor  
Office of GovernmentWide Policy  
Office of Government Policy Initiatives  
Central Office Contracting Division (MCD)  
General Services Administration



Room 3140, 1800 F Street NW  
Washington, DC 20405  
email: herbert.connell@gsa.gov  
(202) 208-1045/fax (202) 501-3161

Susie Adams  
<Susie.Adams@microsoft.com>

11/02/2010 09:00 AM

To "mary.deffily@gsa.gov" <mary.deffily@gsa.gov>, "herbert.connell@gsa.gov" <herbert.connell@gsa.gov>  
cc Kathryn Mihalich <kmihalich@microsoft.com>, Greg Myers <grmyers@microsoft.com>, Betsy Chapman <betsyc@microsoft.com>  
Subj GSA Bing Contract  
ect

Mary Sue and Herb,

Again I apologize for the delay. After review by our legal team we determined that we can not comply with all the statutory flow downs. In the general course we can and do agree with the mandatory requirements below (as reflected in our standard Services SF 1449 package):

52-222-3, Convict Labor  
52-222-19, Child Labor  
52.222-21, Prohibition of Segregated Facilities  
52.222-26, Equal Opportunity  
52.222-35, E.O. for Special Disabled Veterans  
52.222.36, Affirmative Action for Workers with Disabilities  
52.222.37, Employment Reports for Special Disabled Veterans  
52.225-13, Restrictions of Certain Foreign Purchases

It is our understanding that the FAR allows the CO to check specific statutes to be incorporated. We would like to request a new SF1449 checking only these statutes.

I will call you later this morning Mary Sue to discuss.

Susie

Susie Adams  
Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal  
Microsoft Corporation  
Reston, VA (Bing Maps)  
C (703) (b) (6)  
O (b) (6)



MICRSOFT NO Cost Form 1449.pdf



Mary S.  
Deffily/XCE/CO/GSA/GOV  
11/17/2010 03:07 PM

To Herbert W.  
Connell/CONTRACTOR/ACMD/CO/GSA/GOV@GSA  
cc Karen Y. Wilkins/CONTRACTOR/XCE/CO/GSA/GOV  
bcc  
Subject Re: Commercial Search Engine API Sources Sought Award  
Doc

Herb,

Based on Mike Ettner's comments, we were to incorporate the original RFI, the signed Terms of Service between Microsoft and GSA, and Microsoft's response to the RFI. I did not see it in this contract, am I missing something? Also, will I need a COTR letter for this contract? Thanks.

Mary Sue Deffily  
Office of Citizen Services & Innovative Technologies  
IT Solutions & Services  
1800 F Street, NW  
Washington, DC 20405  
202-219-1372

Access Official Government Information  
[www.USA.Gov](http://www.USA.Gov), [USASearch](http://USASearch) or 1-800-FED-INFO

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Herbert W. Connell/CONTRACTOR/ACMD/CO/GSA/GOV



Herbert W.  
Connell/CONTRACTOR/ACMD/CO/GSA/GOV  
11/10/2010 09:56 AM

To Susie Adams  
<Susie.Adams@microsoft.com>@GSAEXTERNAL  
cc "mary.deffily@gsa.gov" <mary.deffily@gsa.gov>, Renee  
Ballard/ACMD/CO/GSA/GOV@GSA  
Subject Commercial Search Engine API Sources Sought Award Doc

Good morning Ms. Adams, I have attached the Award Document signed by the Director for your files. Thank you for your patience and consideration during this process.

Herb Connell  
Acquisitions Analyst Lead

Contractor  
Office of GovernmentWide Policy  
Office of Government Policy Initiatives  
Central Office Contracting Division (MCD)  
General Services Administration  
Room 3140, 1800 F Street NW  
Washington, DC 20405  
email: herbert.connell@gsa.gov  
(202) 208-1045/fax (202) 501-3161

Susie Adams <Susie.Adams@microsoft.com>

11/10/2010 08:00 AM

To "herbert.connell@gsa.gov" <herbert.connell@gsa.gov>  
cc "mary.deffily@gsa.gov" <mary.deffily@gsa.gov>  
Subject RE: Microsoft Response to Commercial Search Engine API Sources  
t Sought

Hi Herb,

No problems. Our signing authority was out Monday and Tuesday.

Here is the signed copy.

Sorry for the delay.

**From:** herbert.connell@gsa.gov [mailto:herbert.connell@gsa.gov]  
**Sent:** Monday, November 08, 2010 12:08 PM  
**To:** Susie Adams  
**Subject:** Fw: Microsoft Response to Commercial Search Engine API Sources Sought  
**Importance:** High

Ms. Adams just a reminder regarding the status of my revision to the appropriate clauses added to the No Cost contract resubmitted to Microsoft. Please inform me if there are any existing problems with approval.

Herb Connell  
Acquisitions Analyst Lead  
Contractor  
Office of GovernmentWide Policy  
Office of Government Policy Initiatives  
Central Office Contracting Division (MCD)  
General Services Administration  
Room 3140, 1800 F Street NW  
Washington, DC 20405

email: [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)  
(202) 208-1045/fax (202) 501-3161

----- Forwarded by Herbert W. Connell/CONTRACTOR/ACMD/CO/GSA/GOV on 11/08/2010 12:04 PM -----

Herbert W.  
Connell/CONTRACTOR/ACMD/CO/GSA/GOV

10/28/2010 09:24 AM

To Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>@GSAEXTERNAL  
cc  
Subje RE: Microsoft Response to Commercial Search Engine API Sources  
ct Sought [Link](#)

Good morning Ms. Adams, I hate to be a thorn in your side, however I wanted to check on the status of my earlier request. Sorry for the inconvenience.

Herb Connell  
Acquisitions Analyst Lead  
Contractor  
Office of GovernmentWide Policy  
Office of Government Policy Initiatives  
Central Office Contracting Division (MCD)  
General Services Administration  
Room 3140, 1800 F Street NW  
Washington, DC 20405  
email: [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)  
(202) 208-1045/fax (202) 501-3161

Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

10/10/2010 10:02 AM

To "[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)" <[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)>  
cc  
Subjec RE: Microsoft Response to Commercial Search Engine API Sources  
t Sought

Hi Herb,

I should be able to get this back to you early this week. I apologize. I've been out and a few things have slipped thru the cracks.

Susie Adams

Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal

Microsoft Corporation

Reston, VA (Bing Maps)

C (703) (b) (6)

O (b) (6)



**From:** [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov) [mailto:[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)]

**Sent:** Friday, October 08, 2010 9:49 AM

**To:** Susie Adams

**Subject:** RE: Microsoft Response to Commercial Search Engine API Sources Sought

**Importance:** High

Ms. Adams, just checking on the status of the review?

Herb Connell

Acquisitions Analyst Lead

Contractor

Office of GovernmentWide Policy

Office of Government Policy Initiatives

Central Office Contracting Division (MCD)

General Services Administration

Room 3140, 1800 F Street NW

Washington, DC 20405

email: [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)

(202) 208-1045/fax (202) 501-3161

Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

09/28/2010 03:44 PM

To "[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)" <[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)>

cc

Subject: RE: Microsoft Response to Commercial Search Engine API Sources Sought

Hi Herb,

No worries. I've sent to my team for review and should have this back to you later this week.

Thanks!

Susie

Susie Adams

Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal

Microsoft Corporation

Reston, VA ([Bing Maps](#))

C (703) (b) (6)

(b) (6)



**From:** [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov) [<mailto:herbert.connell@gsa.gov>]

**Sent:** Tuesday, September 28, 2010 1:12 PM

**To:** Susie Adams

**Subject:** Fw: Microsoft Response to Commercial Search Engine API Sources Sought

**Importance:** High

Sorry Ms. Adams your response to our RFI was Aug 11, 2010. It's the end of the month and I'm moving faster than my fingers.

Herb Connell

Acquisitions Analyst Lead

Contractor

Office of GovernmentWide Policy

Office of Government Policy Initiatives

Central Office Contracting Division (MCD)  
General Services Administration  
Room 3140, 1800 F Street NW  
Washington, DC 20405  
email: [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)  
(202) 208-1045/fax (202) 501-3161

----- Forwarded by Herbert W. Connell/CONTRACTOR/ACMD/CO/GSA/GOV on 09/28/2010 01:10 PM -----

Herbert W.  
Connell/CONTRACTOR/ACMD/CO/GSA/GOV

09/28/2010 01:09 PM

To Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>@GSAEXTERNAL  
cc  
Subje RE: Microsoft Response to Commercial Search Engine API Sources  
ct Sought [Link](#)

Good morning Ms. Adams, could you please review and sign the attached No Cost Contract per your Request for Information Response dated Sept. 16, 2010. Once I receive the signed document I will have my Director Ms. Renee Ballard sign the final document and resend it to you for your records. Should you have any questions regarding this document please feel free to e-mail or call me at your convenience.

Herb Connell  
Acquisitions Analyst Lead  
Contractor  
Office of GovernmentWide Policy  
Office of Government Policy Initiatives  
Central Office Contracting Division (MCD)  
General Services Administration  
Room 3140, 1800 F Street NW  
Washington, DC 20405  
email: [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)  
(202) 208-1045/fax (202) 501-3161



Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

09/16/2010 09:16 AM

To "[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)" <[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)>  
cc  
Subject RE: Microsoft Response to Commercial Search Engine API Sources  
t Sought

Hi Herb,

Here you go... 794506865

Susie

Susie Adams

Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal

Microsoft Corporation

Reston, VA (Bing Maps)

C (703) (b) (6)

O (b) (6)



**From:** [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov) [mailto:[herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)]

**Sent:** Wednesday, September 15, 2010 3:49 PM

**To:** Susie Adams

**Subject:** Re: Microsoft Response to Commercial Search Engine API Sources Sought

**Importance:** High

Good afternoon Ms. Adams, could you forward your Duns# as soon as possible. I want to ensure the correct one is used when our processing is complete.

Herb Connell  
Acquisitions Analyst Lead  
Contractor  
Office of GovernmentWide Policy  
Office of Government Policy Initiatives  
Central Office Contracting Division (MCD)  
General Services Administration  
Room 3140, 1800 F Street NW  
Washington, DC 20405  
email: [herbert.connell@gsa.gov](mailto:herbert.connell@gsa.gov)  
(202) 208-1045/fax (202) 501-3161

Susie Adams <[Susie.Adams@microsoft.com](mailto:Susie.Adams@microsoft.com)>

08/11/2010 09:59 AM

To "[herbert.Connell@gsa.gov](mailto:herbert.Connell@gsa.gov)" <[herbert.Connell@gsa.gov](mailto:herbert.Connell@gsa.gov)>  
cc "[diane.taylor@gsa.gov](mailto:diane.taylor@gsa.gov)" <[diane.taylor@gsa.gov](mailto:diane.taylor@gsa.gov)>  
Subject Microsoft Response to Commercial Search Engine API Sources Sought

Dear Herbert,

Microsoft is pleased to submit this proposal to the GSA in response to the Commercial Search Engine API sources sought. In this document, we share Microsoft's approach to search, known as "Bing". Bing provides, for free, a feature-rich API that will be able to meet the requirements outlined in this sources sought as well as enhance the experience that American citizens have with their federal government. In addition to the proposal, we are also including a CR Crawl Frequency document to provide a more detailed description on the MSNBOT crawl functionality.

If you have any questions or need additional information regarding this proposal, please contact Susie Adams at (b) (6). Thank you for taking the time to read this document, and we look forward to hearing from you about the next steps in the process.

Regards,

Susie Adams

Susie Adams

Chief Technology Officer | Federal Civilian Agencies and IGO's

Microsoft Corporation

Reston, VA (Bing Maps)

C (703) (b) (6)



Document.tif NO COST\_MICROSOFT.pdf





Mary S.  
Deffily/XCE/CO/GSA/GOV  
11/17/2010 02:30 PM

To Karen Y. Wilkins/CONTRACTOR/XCE/CO/GSA/GOV  
cc  
bcc  
Subject Fw: GSA Bing Contract

Mary Sue Deffily  
Office of Citizen Services & Innovative Technologies  
IT Solutions & Services  
1800 F Street, NW  
Washington, DC 20405  
202-219-1372


Access Official Government Information  
[www.USA.Gov](http://www.USA.Gov), [USASearch](http://USASearch) or 1-800-FED-INFO

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----- Forwarded by Mary S. Deffily/XCE/CO/GSA/GOV on 11/17/2010 02:30 PM -----



Herbert W.  
Connell/CONTRACTOR/ACM  
D/CO/GSA/GOV  
11/03/2010 10:46 AM

To Susie Adams  
<Susie.Adams@microsoft.com>@GSAEXTERNAL  
cc Betsy Chapman <betsyc@microsoft.com>, Greg Myers  
<grmyers@microsoft.com>, Kathryn Mihalich  
<kmihalich@microsoft.com>, "mary.deffily@gsa.gov"  
<mary.deffily@gsa.gov>  
Subject GSA Bing Contract 

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Herb Connell  
Acquisitions Analyst Lead  
Contractor  
Office of GovernmentWide Policy  
Office of Government Policy Initiatives  
Central Office Contracting Division (MCD)  
General Services Administration

Room 3140, 1800 F Street NW  
Washington, DC 20405  
email: herbert.connell@gsa.gov  
(202) 208-1045/fax (202) 501-3161

Susie Adams  
<Susie.Adams@microsoft.com>

11/02/2010 09:00 AM

To "mary.deffily@gsa.gov" <mary.deffily@gsa.gov>, "herbert.connell@gsa.gov"  
<herbert.connell@gsa.gov>  
cc Kathryn Mihalich <kmihalc@microsoft.com>, Greg Myers <grmyers@microsoft.com>,  
Betsy Chapman <betsyc@microsoft.com>  
Subj GSA Bing Contract  
ect

Mary Sue and Herb,

Again I apologize for the delay. After review by our legal team we determined that we can not comply with all the statutory flow downs. In the general course we can and do agree with the mandatory requirements below (as reflected in our standard Services SF 1449 package):

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52-222-19, Child Labor  
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52.222.36, Affirmative Action for Workers with Disabilities  
52.222.37, Employment Reports for Special Disabled Veterans  
52.225-13, Restrictions of Certain Foreign Purchases

It is our understanding that the FAR allows the CO to check specific statutes to be incorporated. We would like to request a new SF1449 checking only these statutes.

I will call you later this morning Mary Sue to discuss.

Susie

Susie Adams  
Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal  
Microsoft Corporation  
Reston, VA (Bing Maps)  
C (703) (b) (6)  
C (b) (6)



MICRSOFT NO Cost Form 1449.pdf

## Terms of use

### BING WEB SERVICE API TERMS OF USE

Last Updated: June 2009

#### THANK YOU FOR CHOOSING MICROSOFT!

1. What does this Contract cover? This is a contract between you and Microsoft Corporation ("Microsoft"). Sometimes Microsoft is referred to as "we," "us" or "our". This contract applies to the pre-release or "beta" version of the Microsoft Bing Web Service API (the "API"). The API is intended to deliver relevant results (collectively, "Bing results") for queries submitted to Microsoft's Bing service and other related Microsoft services (collectively, "Bing services") for rendering within a customer-facing or end-user-facing website ("Website") or application. Through use of JSON and XML (in addition to SOAP), developers can customize the look and feel of the results window and reflect the content type, format, and detail desired. The Bing service(s) may enable access to multiple content types including Answers, News, Images, Spelling Suggestions, Related Queries, and Phonebook. In addition to Bing results, the Bing services now enable Microsoft search ads ("Microsoft Ads"). You may sign up by clicking here

(<https://beta.pubcenter.microsoft.com/CustomerManagement/Customer/TC.html>) and agreeing to the separate terms applicable to Microsoft Ads to have Microsoft Ads delivered with the algorithmic Bing results that are provided under this contract. As used in this contract, "services" means, collectively and as applicable, the API, the Bing results, the Bing services, and any related application ids ("AppIDs").

Please note that we do not provide warranties for the services. The contract also limits our liability. These terms are in §§13 and 14 and we ask you to read them carefully. We provide the services solely on an "as is" and "as available" basis, in accordance with §13, and you acknowledge that latency with regard to delivery of Bing results is a function of network bandwidth, server capacity, and other factors. Subject to the immediately prior sentence, and subject further to your acknowledgement that we will not be liable to you or to any third party if we fail to achieve the following goals, our service level goals are as follows:

#### Service Level Goals

Uptime*	99.5%
Query Response Time**	1.5 seconds

\* "Uptime" means the percentage of time that Microsoft's Bing services are operational to receive, process, and respond to queries, excluding scheduled downtime (if any).

\*\* "Query Response Time" means the time between when you completed transmission of a query request to Microsoft (i.e., the query leaves your network border) and when you received the completed Bing results from Microsoft (i.e., the Bing results enter your network border).

In addition, if you use images or data from the Virtual Earth Maps service, you are also bound by the terms located here (<http://www.microsoft.com/virtualearth/product/terms.html>; as applied to the Virtual Earth Maps service and these images or data). We do not provide warranties for the API or other services.

2. WHAT RIGHTS DO I HAVE? Solely to the extent that you are in compliance with all terms of this Agreement, we grant you a non-exclusive, non-transferable, non-sublicenseable license to use the services to: enable your Website or application to obtain Bing results; make limited intermediate copies of the Bing results, solely as necessary to display them on your Website or application; and host and display Bing results on your Website or application. Your license to use the services is limited, however, to solely your Websites and applications. You are responsible for your own conduct and content while using the services and for any consequences of this use. All queries to the Bing services that you provide must be user initiated and refineable by the user.

3. CODE OF CONDUCT / RESTRICTIONS ON USE. Your Website, your application, and your access to and use of the services, or any of them, must comply all applicable policies and guidelines (including any API call volume limitations, security policies, and privacy policies), applicable technical requirements and documentation, and all applicable laws (including the applicable laws of your jurisdiction relating to online conduct, acceptable content, data collection, privacy, and the export of data to the United States or your country of residence). This contract does not grant you any rights related to any services, materials, content, or data other than the services. You will not, and will not permit your users or other third parties to:

- (a) modify, reverse engineer, decompile, or otherwise alter the services (except to the extent this is authorized by applicable law notwithstanding this limitation);

- (b) distribute, publish, facilitate, enable, or allow access or linking to the services from any location or source other than your Website or application;

- (c) modify, filter, obscure, or replace the text, images, or other content of Bing results, including by changing the order in which Bing results appear (but this limitation will not apply to Bing results of type "Web"), intermixing Bing results with search results from other sources, or intermixing with Bing results any other content so that the other content appears to be part of Bing results;

- (d) frame, minimize, remove, redirect, delay, or otherwise inhibit or modify the display of any web page accessed by the links provided in or associated with Bing results;

- (e) display business listings search results from the Virtual Earth Maps service on any website which has a primary purpose of making available residential or business address listings or telephone directory listings;

- (f) hide or mask from us your identity, or the identity of your service, as it uses the services, including by failing to follow the identification conventions listed in the API documentation;

- (g) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or otherwise violate Microsoft's then-current editorial policies (currently found at

[http://help.live.com/help.aspx?project=adCenter\\_pub\\_rtw\\_ss&mkt=en-us&querytype=keyw ord&query=yek058](http://help.live.com/help.aspx?project=adCenter_pub_rtw_ss&mkt=en-us&querytype=keyw ord&query=yek058));

- (h) impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations (e.g., copyright or trademark symbols), or labels of the origin or source of services, software, or other materials;

- (i) use the services to violate the law or for any unauthorized purpose;

- (j) use the services to infringe upon the copyright, trademark or other intellectual property



rights of anyone;

(k) interfere with or disrupt the services, or servers or networks related to the services, or disobey any requirements, procedures, policies, or regulations of networks related to the services;

(l) create user accounts by automated means or under false or fraudulent pretenses;

(m) promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual;

(n) copy, store, or cache any Bing results, except for the intermediate purpose allowed in §2(b);

(o) commercialize (i.e., sell, rent, or lease) Bing results;

(p) transmit any virus, worm, defect, Trojan horse, or any other item intended to destroy, surreptitiously interfere with, expropriate, or exert unauthorized control over any system or data or to defraud any person; or

(q) directly or indirectly generate impressions or clicks on Bing results, or authorize or encourage others to do so, through any automated, deceptive, fraudulent, or other invalid means.

**4. LIMITATIONS AND CONDITIONS OF THE SERVICE.** We may use technology or other means to protect the services, protect our customers, or stop you from breaching this contract. These means may include, for example, filtering to stop spam or increase security. These means may hinder or break your use of the services, and you may not work around or attempt to thwart or disable any of these technical or other means. We also may, in our sole discretion, limit the: (a) rate at which the services, or any subset of them, may be called; (b) the amount of storage made available to each services account; or (c) the length of individual content segments that may be uploaded to, or served from, the services (all of the foregoing being forms of "Throttling"). We may perform this Throttling globally across all services, per end user, or on any other basis. You will not take steps to circumvent any technical measures we may put in place to enforce Throttling. We may include our trademark(s) or logo(s) in Bing results provided through the services and, if we do so, you will not remove, modify, or interfere with the display or viewing of these trademarks or logos. Whether we include trademarks or logos or not, you will attribute us as the source of the Bing results (in the manner that we may specify from time to time in applicable services documentation) and display the "attribution" data field (if a non-blank field is returned as part of the Bing results). In any display of trademarks, logos, or attribution, you will comply with the current version of our usage guidelines (which are currently located at <http://www.microsoft.com/about/legal/intellectualproperty/trademarks/usage/general.mspx> and

<http://www.bing.com/toolbox/posts/archive/2009/10/15/bing-product-guidelines-and-brand-assets.aspx>). We may also include advertising in Bing results provided through the services and, if we do so, you will not remove, modify, or interfere with the display or viewing of this advertising. On any page in which you display Bing results, you will only display advertising that we serve or provide.

**5. Certain Additional Limitations for Image and Video Results.** Without limiting any other portion of this Agreement, the following additional terms apply to your use of any image search or video search results obtained through the Bing services. You may not display advertising on the same page with any Bing image search or video search results. You will

display, and you will not remove, alter or obscure, any attribution information provided by Microsoft in connection with any Bing image or video search results. You will not display any image or video search results obtained through the Bing services except in response to a valid end user search request. Image or video search results obtained through the Bing services will not constitute the sole or primary content of your Website.

6. END USER TERMS. The Terms of Use located at

<http://help.live.com/help.aspx?project=searchtou&market=en-us> (the "Bing TOU") or such other locations as Microsoft may specify apply to end users' use of and access to Bing results through your Website or application. You must provide a hypertext link at the bottom of each page in your Website or application where the services can be viewed or accessed, or within the terms of use of your Website or application, to the Bing TOU.

7. PRIVACY. All access to and use of the services is subject to the data practices set forth in the Microsoft Privacy Statement, which is currently available at

<http://privacy.microsoft.com/>. Nothing in this contract or the services provide for the collection or transfer of any personally identifiable information of internet users between the parties. You must maintain a prominent online privacy policy for your Websites and applications that access the services. This privacy policy, at a minimum, must include: (a) a full, accurate, and clear disclosure regarding the placement, use, and reading of cookies and related technologies, and your collection and use of data in relation to activity by users of your Websites and applications; (b) your use of Microsoft for advertising services for your Websites and applications; and (c) a disclosure that users may choose to not participate in Microsoft's personalized advertising services, along with a link to a Microsoft-specified web address where the user may "opt out" of such personalized advertising services.

8. HOW WE MAY CHANGE THE CONTRACT. If we change this contract, then we will provide notice as provided in §21 below. If you do not agree to these changes, then you must stop using the services. If you do not stop using the services, then your use of the services will continue under the changed contract. We may choose in the future to charge for all use of the services, or change the requirements for use that is free of charge. If we choose to change the fee requirements for the services, Microsoft will provide notice of such terms as provided in §15 below, and you may elect to stop using the services rather than incurring fees.

9. YOUR RESPONSIBILITY. You will indemnify and hold Microsoft (and its directors, officers, affiliates, and agents) parties harmless from and against any and all loss, liability, and expense (including reasonable attorneys' fees and costs) suffered or incurred by reason of any claims, proceedings, or suits based on or arising out of any breach (or alleged breach) by you of this contract, or any part of it, or that otherwise relates to your Website(s), your application(s), or your use of the services. You will be solely responsible for defending any claim using mutually-agreed counsel, subject to Microsoft's right to participate with counsel it selects, and you will not publicize any claim or agree to any settlement that imposes any obligation or liability on Microsoft (or its directors, officers, affiliates, and agents) without Microsoft's prior written consent, in Microsoft's sole discretion.

10. RESERVATION OF RIGHTS. Microsoft and its suppliers retain all right, title, and interest in and to the services (including the API and Bing results) and all intellectual

property rights in any of these. This contract does not grant you any rights in any Microsoft logo, trademark, or service mark, and you will not use any logo, trademark, or service mark of Microsoft for any purpose without Microsoft's prior written approval. You will not claim or imply any sponsorship or endorsement of your Website or application by Microsoft.

11. **TERM.** This contract will become effective on your first use of the services. This contract may be terminated immediately for any reason or no reason and without notice by Microsoft. If this contract terminates, all rights granted to you by this contract will automatically terminate and you will cease to have any rights to use the services (including the API). We will not be liable to you for damages resulting solely from terminating this contract according to its terms. All terms of this contract that, by their nature, are intended to survive termination will survive (including §§13 and 14).

12. **PRE-RELEASE.** The API (and related services) are pre-release versions. They may not work the way a final version of the API (and such related services) would. We may change the API (or these services) for a final, commercial version. We also may not release a commercial version, in our sole discretion.

13. **WE MAKE NO WARRANTY.** Microsoft makes no warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to the services, its performance, or anything provided in relation to this contract. Without limiting the foregoing, Microsoft makes no guarantees with respect to the availability or uptime of the services or any other technologies. Microsoft may conduct maintenance on any of the services at any time, with or without notice.

14. **LIABILITY LIMITATION.** You can recover from Microsoft and its affiliates and suppliers only direct damages up to US\$5. You cannot recover any other damages, including consequential, lost profits, special, indirect, incidental, or punitive damages. This limitation applies to anything related to the services; content (including code) on third party Internet sites, third party programs or third party conduct; viruses or other disabling features that affect your access to or use of the services; incompatibility between the services and other services, software, and hardware; delays or failures you may have in initiating, conducting, or completing any transmissions or transactions in connection with the services in an accurate or timely manner; and claims for breach of contract, breach of warranty, guarantee, or condition, strict liability, negligence, or other tort. It also applies even if this remedy does not fully compensate you for any losses or fails of its essential purpose or if Microsoft knew or should have known about the possibility of the damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. They also may not apply to you because your province or country may not allow the exclusion or limitation of incidental, consequential, or other damages.

15. **CHANGES TO THE SERVICES; CANCELLATION OF THE SERVICES.** We may change (including by removing features or charging fees for features previously provided free), update, or enhance (collectively, "modify") the services at any time and may require you to obtain and use the most recent versions. Modifications may affect your ability to use the services and may require you to change (at your sole cost) the way you previously used them. We will not be liable for any costs that you incur, or for lost profits or damages of any kind, related to any modification. We may cancel or suspend your use of the services at any time. Our cancellation or suspension may be without cause, without notice, or both.

Upon cancellation, your right to use the services (including the API) stops right away. Once the services are cancelled or suspended, any data you have stored on the services may not be retrieved later.

16. **INTERPRETING THE CONTRACT.** All parts of this contract apply to the maximum extent permitted by law. If any term of this contract is unenforceable, the remainder will be fully enforced to effect the parties' intent. Unless stated or context requires otherwise: (a) all internal references are to this contract and its parties; (b) "days" means "calendar days"; (c) "partner" is not used as a legal term of art and does not describe or imply a partnership; (d) "may" means that the applicable party has a right, but not a concomitant duty; (e) and a party's choices under this contract are in its sole discretion, subject to any applicable duties of good faith. Lists of examples following "including" or "e.g." are not exhaustive (i.e., are interpreted to include "without limitation"), unless qualified by words such as "only" or "solely." This contract will be interpreted according to the plain meaning of its terms without any presumption that it should be construed to favor either party. The section titles in the contract do not limit the other terms of this contract.

17. **ASSIGNMENT.** We may assign this contract, in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other person without our prior written consent, which will not be unreasonably withheld. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use the services or any part of the services.

18. **NO THIRD PARTY BENEFICIARIES.** This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors and assigns under this contract.

19. **CLAIM MUST BE FILED WITHIN ONE YEAR.** Any claim related to this contract or the services may not be brought unless brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not filed, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns.

20. **EXPORT.** The services (including the API) are subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the services. These laws include restrictions on destinations, end users, and end use. Additional information is provided at <http://www.microsoft.com/exporting>.

21. **NOTICES.** You may notify Microsoft by postal mail (Microsoft does not accept email notices) addressed as follows: Microsoft Corporation, Attention: LCA - Online Services Business, One Microsoft Way, Redmond, Washington 98052-6399, USA. This contract is in electronic form, and you consent to Microsoft sending you any information related to this contract in electronic form (by email, by access to a Microsoft website designated in an email notice to you, or by posting notice on the Microsoft website located at <http://www.bing.com/developers/tou.aspx> (or any successor website that Microsoft notifies you of by email)). You may withdraw this consent, but if you do, Microsoft may terminate this contract and your right to access and use the services. Notices provided to you by email will be deemed given and received on the email transmission date. You acknowledge that, as long as you access or use the services, you must have, or have access to, the necessary software and hardware to receive these notices.

22. MISCELLANEOUS. The parties are independent contractors under this contract and do not intend to form any other relationship. Only written waivers will be effective. Each party will pay its own costs to perform (except where expressly stated otherwise). You will maintain commercially reasonable levels of insurance with commercially reasonable insurers to enable you to comply with your obligations under this contract. In relation to this contract, you will comply with all applicable laws and other requirements of governments having jurisdiction. All rights and remedies under this contract are cumulative. Except as otherwise expressly stated in this contract, this contract is the parties' entire agreement on this subject and merges and supersedes all related prior and contemporaneous communications and agreements. Except as otherwise expressly provided, this contract may only be modified in a writing that is manually signed by both parties after the Effective Date.

23. CHOICE OF LAW AND LOCATION FOR RESOLVING DISPUTES. Washington state law governs the interpretation of this contract and applies to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of your state of residence in the United States, or if you live outside the United States, the laws of the country to which we direct your services. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in King County, Washington, USA for all disputes arising out of or relating to this contract.